



PROVO MUNICIPAL COUNCIL

Regular Meeting Agenda

5:30 PM, Tuesday, October 20, 2026
Council Chambers (Room 100)
445 W. Center Street, Provo, UT 84601 or
<https://www.youtube.com/provocitycouncil>

The in-person meeting will be held in the **Council Chambers**. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) and [facebook.com/provocouncil](https://www.facebook.com/provocouncil). If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

TO MAKE A VIRTUAL PUBLIC COMMENT:

To participate in the public comment portion(s) of the meeting, call in as an audience member as the presentation is wrapping up. Be sure to mute/silence any external audio on your end to reduce feedback (if you are viewing the live proceedings on YouTube, mute the YouTube video; you will be able to hear the meeting audio through the phone while you are on the line).

Press *9 from your phone to indicate that you would like to speak. When you are invited to speak, the meeting host will grant you speaking permission, calling on you by the last four digits of your phone number. Please begin by stating your first and last name, and city of residence for the record. After you have shared your comment, hang up. If you wish to comment on a later item, simply re-dial to rejoin the meeting for any subsequent comment period(s).

October 20 Council Meeting: Dial **346 248 7799**. Enter Meeting ID **854 2825 2093** and press **#**. When asked for a participant ID, press **#**. To join via computer, visit zoom.us and enter the meeting ID and passcode: **185104**.

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

Opening Ceremony

Roll Call

Prayer

Pledge of Allegiance

Presentations, Proclamations, and Awards

1 A ceremony recognizing the Provo City Employee of the Month: Airport (26-007)

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.

Please limit your comments to two minutes.

State Law prohibits the Council from acting on items that do not appear on the agenda.

Action Agenda

- 2 A resolution consenting to board and commission appointments. (26-041)
- 3 A resolution appointing an individual to the Board of Trustees of the Metropolitan Water District of Provo. (26-073)
- 4 A resolution approving an appropriation of up to \$50,000 in the General Fund and an associated transfer to fund a Traffic Electronics Specialist position for the fiscal year ending June 30, 2027. (26-078)
- 5 An ordinance prohibiting use of property officially declared unfit or unsafe. (26-069)
- 6 An ordinance amending the General Plan Map designation of real property, generally located at 1095 South 500 West and 1200 South Towne Centre Boulevard, from commercial (C) to transit oriented development (TOD). (PLGPA20250235)
- 7 An ordinance amending Provo City Code regarding permitted uses and development standards in the Interim Transit Oriented Development (ITOD) Zone. Citywide application. (PLOT20250243)
- 8 An ordinance amending the zone map classification of real property, generally located at 1095 South 500 West and 1200 South Towne Centre Boulevard, from the RM and SC3 zones to the ITOD zone. (PLRZ20250236)
- 9 ***CONTINUED*** An ordinance amending the zone map classification of real property approximately located at 910 N 900 E from the Residential Conservation (RC) Zone to the Campus Residential (CR) Zone. Foothills Neighborhood (PLRZ20260393)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.gov or using their contact information listed at: provo.gov/434/City-Council.

Materials and Agenda: agendas.provo.org

Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil.

The next Council Meeting will be held on Tuesday, November 3, 2026. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email kmartins@provo.gov at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

1 RESOLUTION <<Document Number>>

2
3 A RESOLUTION CONSENTING TO BOARD AND COMMISSION
4 APPOINTMENTS. (26-041)

5
6 RECITALS:

7
8 The Mayor desires to appoint or reappoint the individual or individuals named below to
9 the listed Provo City boards and commissions and requests the advice and consent of the
10 Municipal Council;

11
12 On October 20, 2026, the Municipal Council met to consider the facts regarding this
13 matter, which facts are found in the public record of the Council's consideration; and

14
15 After considering the facts presented to the Municipal Council, the Council finds that (i)
16 the proposed action should be approved as described herein, and (ii) such action furthers the
17 health, safety, and general welfare of the citizens of Provo City.

18
19 THEREFORE, the Provo Municipal Council resolves as follows:

20
21 PART I:

22
23 The Municipal Council consents to the following appointment(s) and reappointment(s):

<u>Board/Commission</u>	<u>Appointee</u>	<u>Term Expiration Date</u>
Housing Authority	Wendy Hendley	6/30/2027
Housing Authority	Michaelann Gardner	6/30/2029
Library Board	Ethan Unklesbay	6/30/2029
Parks and Recreation Board	Peter Johnston	6/30/2029

30
31
32 For a list of the current members of each board/commission following this appointment,
33 including information about the particular seat filled by the appointee and the expiration date of
34 their term, see the attached exhibit(s).

35
36 PART II:

37
38 This resolution takes effect immediately.

EXHIBIT A¹
HOUSING AUTHORITY BOARD²

Seat	Status	Name	Term Expiration	Appointing Resolution
1	Filled	Eric Speckhard	6/30/2031	2021-47, 2026-20
2	Filled	Michaelann Gardner	6/30/2029	2024-48, Attached
3	Filled	Katrice MacKay	6/30/2027	2022-30
4	Filled	Lynette Hemsath	6/30/2027	2022-46
5	Filled	Martha Wingate	6/30/2027	2022-35
6	Filled	Wendy Hendley	6/30/2027	Attached
7	Filled	Jennifer Wilson	6/30/2028	2024-32

¹ This Exhibit includes those appointed in the attached resolution. Any nominee not appointed should be removed from the Exhibit.

² Governed by UCA 35A-8-404. Terms of four years, with any vacancies filled for the unexpired term.

EXHIBIT B³
LIBRARY BOARD⁴

Seat	Status	Name	Term Expiration	Appointing Resolution
1	Vacant		6/30/2029	
2	Filled	Ethan Unklesbay	6/30/2029	Attached
3	Filled	Jenny Spadafora	6/30/2028	2022-35, 2025-36
4	Vacant	Joseph L. Smith	6/30/2029	2026-24
5	Filled	Eliot Wilcox	6/30/2027	2024-56
6	Filled	Richard Bowler	6/30/2027	2024-44
7	Filled	Maryan Shumway	6/30/2027	2025-36
8	Filled	Alyssa Hansen	6/30/2028	2022-35, 2025-36
9	Filled	Rachel Whipple	12/31/2029	2023-12, 2024-05

³ This Exhibit includes those appointed in the attached resolution. Any nominee not appointed should be removed from the Exhibit.

⁴ Governed by PCC 2.26. Three-year terms or serve until a successor is appointed. One member must be a member of the governing body. Elected official will be deemed replaced by the elected official's successor in office.

EXHIBIT C⁵

PARKS AND RECREATION BOARD⁶

Seat	Status	Name	Term Expiration	Appointing Resolution
1	Filled	Brooke Barnes	6/30/2028	2025-39
2	Filled	Bonnie Morrow	6/30/2028	2022-30, 2025-39
3	Filled	Dylan Arnston	6/30/2029	2026-20
4	Filled	Brittany Hyde	6/30/2027	2022-46, 2025-39
5	Filled	Peter Johnston	6/30/2029	Attached
6	Filled	Dean Hutchison	6/30/2027	2024-32
7	Filled	Cindy Williams	6/30/2029	2026-20
8	Filled	Dan Mitchell	6/30/2028	2022-35, 2025-39
9	Filled	Doug Gardner	6/30/2027	2022-03, 2025-39

⁵ This Exhibit includes those appointed in the attached resolution. Any nominee not appointed should be removed from the Exhibit.

⁶ Governed by PCC 2.38. Three-year staggered terms.

1 RESOLUTION <<Document Number>>

2
3 A RESOLUTION APPOINTING AN INDIVIDUAL TO THE BOARD OF
4 TRUSTEES OF THE METROPOLITAN WATER DISTRICT OF PROVO.
5 (26-073)

6
7 RECITALS:

8
9 The Municipal Council, acting pursuant to Utah Code § 17B-2a-604(2)(b)(i) is responsible
10 for appointing members of the Board of Trustees of the Metropolitan Water District of Provo;

11
12 Pursuant to Utah Code § 20A-1-512(1)(a)(ii), when a vacancy occurs in an appointed
13 position on a special district board, the appointing authority shall appoint a replacement to serve
14 the remainder of the unexpired term;

15
16 On October 20, 2026 the Municipal Council met to consider the facts regarding this matter,
17 which facts are found in the public record of the Council's consideration; and

18
19 After considering the facts presented to the Municipal Council, the Council finds that (i)
20 the action proposed herein should be approved as described, and (ii) such action furthers the health,
21 safety, and general welfare of the citizens of Provo City.

22
23 THEREFORE, the Provo Municipal Council resolves as follows:

24
25 PART I:

26
27 1. The individual named below is appointed to serve on the Board of Trustees of the
28 Metropolitan Water District of Provo for the term shown:

29
30 Appointee's Name Ending
31 XXXXXXXXXXXXXXXX December 31, 2027

32
33 2. Following said appointment, there are currently 7 members on the Metropolitan Water District
34 Board of Trustees, as shown on the attached Exhibit A.

35
36 PART II:

37
38 This resolution takes effect immediately.

39
40 END OF RESOLUTION

EXHIBIT A¹

METROPOLITAN WATER DISTRICT BOARD OF TRUSTEES APPOINTMENTS

Name	Seat	Term Expiration Date	Appointing Resolution
Woodruff Miller	1	12/31/2029	2022-13 & 2025-52
Dennis Weir	2	12/31/2029	2022-13 & 2025-52
Jared Oldroyd	3	12/31/2027	2020-08 & 2024-14
XXXXXXXX	4	12/31/2027	Attached resolution
Ryan York	5 – Public Works official	N/A	N/A
Derek Bruton	6	12/31/2029	2025-52
Kristina Davis	7	12/31/2027	2023-22 & 2024-14

¹ This Exhibit includes the Metropolitan Water District Board appointees in the resolution to which it is attached. Anyone not so appointed should be removed from the Exhibit.

Provo City Traffic Signals

By Vern Keeslar, AICP, Traffic Manager
October 6, 2026



Traffic Signal Background

- Provo City is a member of the International Municipal Signal Association (IMSA)
- Traffic signals are vital to public safety and the efficient movement of commerce.
- Provo City Traffic Signals
 - Provo City – 57 locations
- Reduced Speed School Zones
 - 13 locations with 26 flashing beacons
- Rectangular Rapid Flashing Beacons at Crosswalks
 - 10 locations with 25 flashing beacons
- Your Speed Driver Feedback Signs
 - 16 locations
- Digital Speed Limit Signs
 - 2 locations
- Also responsible for fiber optics connecting the signals and for blue staking.

Challenge

- Provo City currently has one Traffic Electronic Specialist that maintains all traffic signals, reduced speed school zones, rectangular rapid flashing beacons for crosswalks, speed driver feedback signs, and digital speed limit signs.
- Provo's Traffic Electronic Specialist is on call seven days a week.
- When the Traffic Electronic Specialist is on vacation, Provo City works with Energy, Orem City, or UDOT to cover the emergency situations.
- Currently, Provo City is being very much reactive to signal maintenance instead of being proactive.
- Each traffic signal has industry standards for maintenance and needs at minimum annual maintenance.
- Orem has two traffic signal maintenance technicians with 40 traffic signals.
- UDOT's practice is to provide one signal technician for every 40-50 traffic signals.

Request for Traffic Electronic Specialist

- This is not sustainable for Provo City nor is it for our Traffic Electronic Specialist.
 - When staff is absent due to illness, vacation, or personal emergencies, Provo City is reliant on somebody else to perform the emergency work.
 - Provo City needs to reduce its risk on over-reliance on a single employee, which creates vulnerability. If that person leaves, we have no backup.
 - Provo City needs a second Traffic Electronic Specialist to be properly trained because of traffic signal maintenance workload.
 - Provo City values its employees. This will help employee retention and improve morale by not being on call 24/7.

Cost for Traffic Electronic Specialist

- The cost for the Traffic Electronic Specialist is coming from a transfer from the Engineering CIP fund to the General Fund.
- The position is in Engineering in the General Fund, but the addition will have a neutral financial impact to the General Fund.
- The estimated cost for FY27 is only \$50,000 due to vacancy savings in Engineering
- The amount will be recalculated for the FY28 budget and the transfer adjusted accordingly

THANK YOU!

Vern Keeslar, AICP, Traffic Manager

- Phone: 801-852-6783
- Email: vkeeslar@provo.gov
- Address: 1377 South 350 East,
Provo, UT 84606

1 RESOLUTION <<Document Number>>

2
3 A RESOLUTION APPROVING AN APPROPRIATION OF UP TO \$50,000 IN
4 THE GENERAL FUND AND AN ASSOCIATED TRANSFER TO FUND A
5 TRAFFIC ELECTRONICS SPECIALIST POSITION FOR THE FISCAL YEAR
6 ENDING JUNE 30, 2027. (26-078)

7
8 RECITALS:

9
10 It is proposed that up to \$50,000 be appropriated in the General Fund for a Traffic
11 Electronics Specialist position in the Engineering Division of the Public Works Department;

12
13 The funding source for the appropriation is a \$50,000 transfer from the Engineering CIP
14 Fund;

15
16 On October 6 and 20, 2026, the Municipal Council met to consider the facts regarding
17 this matter and receive public comment, which facts and comments are found in the public
18 record of the Council's consideration; and

19
20 After considering the facts presented to the Municipal Council, the Council finds that (i)
21 the proposed action should be approved as described herein, and (ii) such action furthers the
22 health, safety, and general welfare of the citizens of Provo City.

23
24 THEREFORE, the Provo Municipal Council resolves as follows:

25
26 PART I:

27
28 A transfer of up to \$50,000 is approved from the Engineering CIP Fund to the General
29 Fund.

30
31 PART II:

32
33 An appropriation of up to \$50,000 in the General Fund is authorized to fund a Traffic
34 Electronics Specialist position as described in this Resolution.

35
36 PART II:

37
38 This resolution takes effect immediately.

ORDINANCE <<Document Number>>

AN ORDINANCE PROHIBITING USE OF PROPERTY OFFICIALLY
DECLARED UNFIT OR UNSAFE. (26-069)

RECITALS:

It is proposed that the Provo City Code be amended to prohibit any unauthorized person from entering or otherwise using any condemned property;

On September 22, 2026 and October 20, 2026, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds that (i) Provo City Code should be amended as set forth below, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

PART I:

Provo City Code Section 7.03.100 is enacted as shown in Exhibit A.

PART II:

- A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.
- B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.
- C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
- D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Exhibit A

7.03.100 Use of Condemned Property

(1) It is unlawful for any person to reside in, enter, or remain in or on any property, building, or room that has been declared condemned by any government agency.

(2) It is unlawful for any person to permit, authorize, or request any other person to reside in, enter, or remain in or on any condemned property, building, or room.

(3) Subsections (1) and (2) do not apply to:

(a) Persons permitted and authorized by an authorized official of the condemning agency;

(b) Authorized officials of the condemning agency who are conducting inspections; and

(c) Law enforcement personnel acting in their official capacity and persons authorized to gather essential belongings while escorted by such law enforcement personnel.

(4) For purposes of this Section, “condemned” means declared unsafe or unfit for human habitation or use by a building official, health official, or other official responsible for making such determinations on behalf of the relevant government agency in accordance with relevant statutes, ordinances, and regulations.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE GENERAL PLAN MAP DESIGNATION OF REAL PROPERTY, GENERALLY LOCATED AT 1095 SOUTH 500 WEST AND 1200 SOUTH TOWNE CENTRE BOULEVARD, FROM COMMERCIAL (C) TO TRANSIT ORIENTED DEVELOPMENT (TOD). FRANKLIN SOUTH AND EAST BAY NEIGHBORHOODS. (PLGPA20250235)

RECITALS:

It is proposed that the Provo City General Plan Map designation for approximately 23 acres of real property, generally located at 1095 South 500 West and 1200 South Towne Centre Boulevard (an approximation of which is shown in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from Commercial (C) to Transit Oriented Development (TOD);

The property, which includes the Shady Acres mobile home park and the north portion of the Provo Towne Centre mall property, has been designated Commercial (C) on the General Plan Map since 1999;

The Utah Valley Express bus rapid transit route passes through the eastern portion of the property, and portions of the property are within one-half mile of the FrontRunner commuter rail station;

The proposed amendment is requested by Brixton Capital in connection with a related application to rezone the property to the Interim Transit Oriented Development (ITOD) Zone (PLRZ20250236) and a proposed concept plan for a mixed-use redevelopment of the property (PLCP20250237);

On March 11, 2026, the Planning Commission held a public hearing to consider the proposed amendment, and after the hearing, the Planning Commission recommended **approval** to the Municipal Council by a vote of 8:0;

On October 6, 2026, the Municipal Council held a work session to discuss the proposed amendment:

On October 20, 2026, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

41
42 After considering the facts presented to the Municipal Council, and having considered the
43 impact of the proposed ordinance on family health, stability, and formation, the Council finds
44 that (i) the proposed action should be approved, and (ii) such action furthers the health, safety,
45 and general welfare of the citizens of Provo City.

46
47 THEREFORE, the Provo Municipal Council ordains as follows:
48

49 PART I:
50

51 The Provo City General Plan Map is amended to change the land use designation of the
52 real property shown in Exhibit A and described in Exhibit B from Commercial (C) to Transit
53 Oriented Development (TOD).
54
55

56 PART II:
57

- 58 A. If a provision of this ordinance conflicts with a provision of a previously adopted
59 ordinance, this ordinance prevails.
60
61 B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,
62 sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the
63 remainder of the ordinance is not affected by that determination.
64
65 C. This ordinance takes effect immediately after it has been posted or published in accordance
66 with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code
67 Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
68
69 D. The Municipal Council directs that this ordinance remain uncoded and that the official
70 Provo City General Plan Map be updated to reflect the provisions enacted by this
71 ordinance.



75
76

EXHIBIT B

A part of Lots 2, 3, 4, 5 and 7 of the Amended Provo Towne Centre Mall Subdivision recorded 11 March, 1999 as Entry No. 29378 and as Map No. 7952 in the Official Records of Utah County, together with more land, located in the Southeast Quarter of Section 12, Township 7 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, in the City of Provo, Utah County, Utah:

Beginning at a point on the Westerly line of said Lot 5, located 78.89 feet North 89°46'24" East along the South line of said Section 12; and 348.68 feet North 0°13'36" West from a Brass Cap Monument found marking the South Quarter Corner of Said Section 12; said South Quarter Corner is located 2652.80 feet South 89°46'24" West along said Section line from a Brass Cap Monument found marking the Southeast corner of said Section 12; and running thence North 0°43'46" East 174.84 feet along said Westerly line; thence North 89°38'01" West 564.35 feet to and along a fence called for in that certain Special Warranty Deed Entry No. 9949:2016 in the Official Records of Utah County, to the Westerly line of said Special Warranty Deed, also being the Easterly line of 500 West Street; thence North 0°23'54" East 386.94 feet along said Easterly line to the intersection thereof with the Southerly line of that certain Warranty Deed recorded November 30, 2009 as Entry No. 123118:2009 in the Official Records of Utah County; thence along said Southerly line the following three courses: North 89°55'54" East 113.37 feet; South 89°32'57" East 446.56 feet; and South 89°21'25" East 1.65 feet to the Northwest corner of said Lot 5; thence along the Northerly, Westerly and Easterly lines of said Amended Subdivision the following fifteen courses: South 89°21'25" East 318.08 feet; North 87°47'44" East 81.92 feet; South 87°04'33" East 68.53 feet; South 89°41'34" East 148.03 feet; South 1°34'26" East 107.69 feet; South 89°34'31" East 357.18 feet; North 0°16'18" West 155.24 feet to the Northwest corner of said Lot 4; South 89°34'31" East 222.84 feet; South 0°04'13" West 6.21 feet; South 89°03'39" East 254.20 feet to the Northeast corner of said Lot 7; South 0°09'33" West 150.86 feet; South 88°45'03" East 25.21 feet; South 0°41'03" West 152.27 feet; North 89°19'07" West 39.99 feet; and South 0°17'07" West 181.68 feet; thence North 89°19'07" West 37.10 feet to the Westerly line of said Lot 7; thence along said Westerly line and said Westerly line extended Southerly the following two courses: South 0°00'30" East 106.25 feet to a point of curvature; and Southwesterly along the arc of a 248.00 foot radius curve to the right a distance of 120.25 feet (Central Angle equals 27°46'56" and Long Chord bears South 13°52'58" West 119.08 feet); thence North 59°33'25" West 193.42 feet along a non-radial line to a point of curvature; thence Northwesterly along the arc of a 50.00 foot radius curve to the left a distance of 25.93 feet (Central Angle equals 29°42'49" and Long Chord bears North 74°24'50" West 25.64 feet) to a point of tangency; thence North 89°16'14" West 346.09 feet; thence North 0°43'46" East 94.13 feet; thence North 89°16'14" West 165.00 feet; thence South 0°43'46" West 75.67 feet; thence North 89°16'14" West 264.18 feet; thence South 0°43'46" West 22.26 feet; thence North 89°16'14" West 404.66 feet to said Westerly line of Lot 5 and the point of beginning.

Note: said Amended Plat and said Deeds have been rotated 30" counter-clockwise from the Plat record in order to match a NAD83(2011) Utah Central Zone reference to North.

Contains 1,002,813 sq. ft.
Or 23.021 acres

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING PROVO CITY CODE REGARDING PERMITTED USES AND DEVELOPMENT STANDARDS IN THE INTERIM TRANSIT ORIENTED DEVELOPMENT (ITOD) ZONE. CITYWIDE APPLICATION. (PLOT A20250243)

RECITALS:

It is proposed that Provo City Code Chapter 14.23 (Interim Transit Oriented Development Zone) be amended regarding permitted uses, lot area, lot width, lot frontage, yard requirements, minimum habitable main floor depth, architectural standards, and other requirements;

PEG Development and Brixton Capital requested amendments to Chapter 14.23 to enable the mixed-use redevelopment proposed for the Provo Towne Centre mall property, and the amendments would apply to any property currently or subsequently zoned ITOD;

The applicants have stated that the purpose of the proposed amendments is to provide greater flexibility in providing a dense, mixed-use environment with affordable, owner-occupied housing;

The ITOD Zone was adopted in 2009 with the understanding that it would later be replaced with a permanent Transit Oriented Development (TOD) zone;

On March 11, 2026, the Planning Commission held a public hearing to consider the proposed amendment, and after the hearing, the Planning Commission recommended **denial** to the Municipal Council by a vote of 8:0, due to recommended changes;

The record reflects that the Planning Commission did not support adding townhomes as a permitted use; raising from 2,500 to 10,000 square feet the size at which certain permitted uses become conditional uses; exceptions to lot standards for dwelling units intended for owner occupancy; or changes to transitional standards adjacent to residential zones;

The Planning Commission supported allowing lot frontage on a private drive; retaining the maximum front and side yard setbacks while allowing plazas and courtyards, but not parking; reducing the minimum habitable main floor depth; removing the prohibition on slider doors and windows; and removing the ground-level limitation on outdoor recreational amenity space;

Exhibit A reflects the Planning Commission's recommended changes, together with language implementing the plaza and courtyard recommendation in Section 14.23.070(8), conforming punctuation in Section 14.23.070, and technical corrections in Sections 14.23.020 and 14.23.160;

Exhibit A also adds townhomes (Use No. 1112, Single family dwelling, attached) as a permitted use in the ITOD Zone and exempts dwelling units intended for owner occupancy from the minimum lot area, lot width, and lot frontage requirements, neither of which the Planning Commission supported, to allow the 77 for-sale townhomes shown in the concept plan for the Provo Towne Centre redevelopment;

On October 6, 2026, the Municipal Council held a work session to discuss the proposed amendment;

On October 20, 2026, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, and having considered the impact of the proposed ordinance on family health, stability, and formation, the Council finds that (i) the proposed action should be approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Provo Municipal Council ordains as follows:

PART I:

Provo City Code Chapter 14.23 is amended as shown in Exhibit A.

PART II:

- A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.
- B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.
- C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

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83
84

D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

Exhibit A
Chapter 14.23

INTERIM TRANSIT ORIENTED DEVELOPMENT ZONE

14.23.010

Purpose and Objectives.

The Interim Transit Oriented Development (ITOD) Zone is established to provide interim zoning measures while more comprehensive transit oriented development plans and ordinances are formulated for the planned intermodal hub area and other key transportation related locations within the City. These interim measures are intended to prevent land uses and development that would hinder long-range City goals while achieving quality housing, attracting long-term residents, on properties surrounding the proposed Intermodal Hub site. This zone's primary use is for residential and residential/support mixed-use development which is intended to provide housing and business opportunities adjacent to public transit and thereby facilitate increases in the use of public transit and reduce City-wide traffic and congestion elsewhere. The ITOD zone is characterized by clean, well-lighted streets, ample pedestrian ways, and attractive, inviting, and residential uses, well-maintained shops, stores, offices, with a mixed use design. This zone will tend to encourage an architectural theme which will strengthen the continuity of the ITOD area and give it an identity with which the citizens of Provo can identify.

(Enacted 2009-02)

14.23.020

Permitted Uses.

- (1) Those uses or categories of uses as listed herein, and no others, are permitted in the ITOD zone.
- (2) All uses contained herein are listed by number as designated in the Standard Land Use Code published and maintained by the Planning Commission. Specific uses are identified by a four (4) digit number in which all digits are whole numbers. Classes or categories of such uses permitted within the zone are identified by a four (4) digit number in which the last one (1) or two (2) digits are zeroes.
- (3) All such categories listed herein and all specific uses contained within them in the Standard Land Use Code will be permitted in the ITOD zone, subject to the limitations set forth.
- (4) *Permitted Principal Uses.* The following principal uses and structures, and no others, are permitted in the ITOD zone:

Use No.	Use Classification
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1112	Single family dwelling, attached
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1131	Multiple family dwelling
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Use No.	Use Classification
1140	Multiple family dwelling (low rise attached, stand alone or attached to commercial or other nonresidential use as a mixed-use project)
1150	Multiple family dwelling (high rise attached, stand alone or attached to commercial or other nonresidential use as a mixed-use project)
1250	Religious quarters
1291	Residential facility for elderly persons (see Section 14.34.230, Provo City Code)
1292	Residential facility for persons with a disability (see Section 14.34.230, Provo City Code)
1300	Residential hotels
4100	Railroad, rapid rail transit and street railway transportation
4210	Bus transportation (except 4214)
4290	Motor vehicle transportation
4600	Automobile parking, including park and ride lots and intermodal hubs (except 4603, long term storage of autos, trucks, boats, vacation trailers, etc.)
4811	Electric transmission right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4821	Gas pipeline right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4824	Gas pressure control stations
4831	Water pipeline right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4835	Irrigation distribution channels
4836	Water pressure control stations and pumping plants
4837	Water utilities or irrigation company office

Use No.	Use Classification
4841	Sewage pipeline right-of-way (identifies areas where surface is devoted exclusively to right-of-way activity)
4844	Sewage pumping stations
4853	Refuse disposal company office
4862	Gas and electric utility company office
4863	Water and electric utility company office
4864	Combination utilities right-of-way (identifies areas where surface is devoted exclusively to right-of-way activity)
4873	Storm drain or right-of-way (predominantly covered pipes or boxes)

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119 Land use categories below are allowed as a permitted use only if they are two thousand **five**
120 **hundred** (2,500) square feet or less in size (gross square footage). Land use categories below that
121 consist of gross building square footage in excess of two thousand five hundred (2,500) square
122 feet shall be approved only as a conditional use.

Use No.	Use Classification
4923	Travel agencies
5390	Retail trade - general merchandise
5400	Food stores (groceries, meats and fish, fruits and vegetables, candy, nuts, dairy products, bakeries, etc.)
5490	Miscellaneous retail food establishments
5600	Apparel and accessories
5700	Furniture, home furnishings, and equipment (10,000 square foot maximum building size, no outdoor storage)
5810	Eating places (restaurants)
5910	Drug and proprietary stores
5930	Antiques and second-hand merchandise (indoor only) (except 5935, 5938, 5939)
5940	Books, stationery, art, and hobby supplies
5950	Sporting goods, bicycles, and toys

Use No.	Use Classification
5969	Garden supplies (entirely within a building only)
5970	Jewelry
5990	Miscellaneous retail stores (includes florists, cigars, newspapers and magazines, photo supplies, pet stores, and other similar retail stores)
6100	Banks, insurance, and real estate (office only)
6200	Personal services - including laundry, photography, beauty and barber services, clothing repair, etc. (except 6240)
6297	Athletic clubs, body building studios, spas, aerobic centers (no gymnasiums)
6300	Business services (office and retail sales only, except 6370, 6380, 6394 and 6397)
6500	Professional services (except 6515 Behavior, drug and alcohol treatment; office only; and 6550 Data processing services)
6800	Educational services
6910	Religious activities
6911	Churches, synagogues, temples, and missions
6912	Religious reading rooms
6919	Other religious activities
7100	Cultural activities
7398	Video rental shops

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- (5) *Permitted Accessory Uses.* Accessory uses and structures are permitted in the ITOD zone provided they are incidental to, and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:
- (a) Accessory buildings such as garages, carports, equipment storage buildings, and supply storage buildings which are customarily used in conjunction with and incidental to a principal use or structure permitted in the ITOD zone;
 - (b) Storage of materials used for construction of a building, including the contractor's temporary office, provided that such be located on the building site or immediately adjacent thereto, and provided further that such

134 use shall be permitted only during the construction period and thirty (30) days
135 thereafter; and

136 (c) Household pets, provided that no more than two (2) dogs and two (2) cats six
137 (6) months of age or older shall be kept at any residence or commercial
138 establishment at any time. Nothing herein shall be construed as authorizing
139 the keeping of any animal capable of inflicting harm or discomfort or
140 endangering the health and safety of any person or property.

141 (6) *Conditional Uses*. The following uses and structures are permitted in the ITOD zone
142 only after a conditional use permit has been issued, and subject to the terms and
143 conditions thereof and the standards of Section 14.34.250, Provo City Code.

Use No. Use Classification

4700	Communications
4814	Electricity regulating substations
4815	Electric utility company office
4818	Small generation
4819	Other electric utility, NEC
4825	Gas company office
4829	Other gas utilities, NEC
4834	Water storage as part of a utility system (covered including water storage stand pipes)
6722	Police protection and related activities, branch (office only)
6900	Miscellaneous service organizations
7210	Entertainment and assembly including legitimate theater
7212	Motion picture theaters (indoor)
7391	Coin-operated amusements
7396	Dance halls, ballroom
7397	Billiards and pool halls

144
145 (7) *Change of Use or Density*. In the ITOD zone, any change of land use or increase in
146 housing density to an existing residential building shall require compliance with all
147 provisions of this Chapter.

148 (Enacted 2009-02, Am 2015-22, Am 2020-53, Am 2021-33, Am 2025-52)

149 **14.23.022**

150 **Temporary Uses.**

151 Land use categories not authorized as either permitted, conditional, or accessory uses in the
152 ITOD zone may be approved as a temporary use, subject to all requirements of Chapter
153 14.35.040 through 14.35.080, Provo City Code, and subject to the following:

154 (1) The temporary use shall expire annually;

155 (2) New construction or other significant property improvements shall not be authorized
156 for the temporary use; and

157 (3) No temporary business licenses shall be allowed in the ITOD zone after December
158 31, 2012.

159 (Enacted 2009-02)

160 **14.23.025**

161 **Residential Mixed Use Requirements.**

162 At least fifty (50) percent of the square footage of any new principal building and fifty (50)
163 percent of a building addition in excess of five thousand (5,000) square feet shall be occupied by
164 residential dwelling units. Residential use requirement may be satisfied in the same building or a
165 different property located within the same ITOD zone.

166 (Enacted 2009-02)

167 **14.23.030**

168 **Lot Area.**

169 ~~Except in the case of dwelling units intended for owner occupancy, t~~The minimum lot area for
170 any new development in the ITOD zone shall be twenty thousand (20,000) square feet. For the
171 purpose of this Section, “new development” is defined as any new principal building or
172 subdivision of a lot or parcel.

173 (Enacted 2009-02, Am 2015-44)

174 **14.23.040**

175 **Lot Width.**

176 ~~Except in the case of dwelling units intended for owner occupancy, e~~Each lot or parcel of land in
177 the ITOD zone shall have an average width of not less than one hundred (100) feet.

178 (Enacted 2009-02)

179 **14.23.050**

180 **Lot Frontage.**

181 ~~Except in the case of dwelling units intended for owner occupancy, e~~Each lot or parcel of land in
182 the ITOD zone shall abut a public street ~~or private drive~~ for a minimum distance of one hundred
183 (100) feet on a line parallel to the center of the street.

184 (Enacted 2009-02)

185 **14.23.060**

186 **Prior Created Lots.**

187 Lots or parcels of land which were created prior to December 12, 1974, shall not be denied a
188 building permit solely for reason of nonconformance with the lot requirements of this Chapter.
189 (Enacted 2009-02)

190 **14.23.070**

191 **Yard Requirements.**

192 The following minimum yard requirements shall apply in the ITOD zone: (Note: All setbacks are
193 measured from the property line.)

194 (1) *Front Yard*. No requirement except the front yard setback for any building shall not
195 be greater than six (6) feet along any front yard with the following exception:

196 (a) No part of any building shall overhang the public right-of-way and no
197 drainage shall be diverted into said public right-of-way. (See Section
198 14.21.150(4), Provo City Code, for canopy and marquee requirements.);

199 (2) *Side Yard*. No requirement except the side yard setback for any building shall not be
200 greater than ten (10) feet with the following exception:

201 (a) In instances wherein a development cannot obtain interior lot vehicular access
202 from a rear yard, alley, easement, or other right-of-way, a side yard may be
203 increased to twenty (20) feet;

204 (3) *Side Yard - Corner Lots*. On a corner lot, the side yard contiguous to the street shall
205 meet the same standards as Subsection (1) of this Section and shall not be used for
206 vehicular parking except such portion as is devoted to driveway use for access to a
207 garage or carport;

208 (4) *Side Yard - Driveway*. See Section 14.37.100, Provo City Code;

209 (5) *Side Yard - Accessory Building*. Accessory buildings are not permitted;

210 (6) *Rear Yard*. No requirement; ~~and~~

211 (7) *Noise Buffer Setbacks*. Street side yards may be extended beyond the maximum
212 setback limitations in the instance when property is located within one hundred (100)
213 feet of a railroad track upon recommendation by the Design Review Committee. In
214 determining the appropriateness of the increased setback, the approving body shall
215 make the following finding in addition to the conditional use permit criteria:

216 (a) That the design of the area included in the increased setback enhances the
217 public realm and is necessary to mitigate the sound impacts of the adjacent
218 railroad tracks; ~~and~~

219 (8) *Plazas and Courtyards*. Front yards and side yards may be extended beyond the
220 maximum setback limitations of Subsections (1) and (2) of this Section where the
221 area within the increased setback is developed as a plaza or courtyard. The area
222 within the increased setback may not be used for vehicular parking.

223 (Enacted 2009-02, Am 2014-24)

224 **14.23.080**

225 **Projections into Yards.**

226 The following structures may be erected on or project into a required yard, provided it does not
227 obstruct a required driveway:

- 228 (1) fences and walls in conformance with the Provo City Code and other City codes and
229 ordinances;
- 230 (2) landscaping elements including trees, shrubs, and other planting materials;
- 231 (3) necessary appurtenances for utility services with property-impact protection if located
232 adjacent to driveway areas; and
- 233 (4) stairs not projecting beyond a property line. Access to commercial ground floor uses
234 shall not be by means of stairs along a primary or secondary street.

235 (Enacted 2009-02)

236 **14.23.090**

237 **Building Height.**

238 The total maximum building height within the ITOD zone shall not exceed one hundred (100)
239 feet according to the following:

- 240 (1) Building height shall be measured in number of stories, excluding basement areas;
- 241 (2) Each building shall not have less than two (2) stories;
- 242 (3) Each story within the ITOD zone shall not exceed fourteen (14) feet except for first
243 story commercial functions may be up to twenty feet (20);
- 244 (4) Parapet walls and cornices shall not exceed five (5) feet, except as otherwise provided
245 in Section 14.34.090, Provo City Code;
- 246 (5) Residential main floor level shall not exceed three (3) feet in height above street curb
247 elevation;
- 248 (6) Commercial main floor level shall not exceed one (1) foot in height above street curb
249 elevation; and
- 250 (7) Mechanical equipment shall be screened. Only the minimal amount of screening
251 necessary to fully screen such equipment shall be used. Mechanical equipment shall
252 be setback in such manner that the required screening cannot be seen from the
253 pedestrian street view, if possible.

254 (Enacted 2009-02, Am 2021-33, Am 2023-44)

255 **14.23.095**

256 **Transitional Building Height.**

- 257 (1) The maximum building height for buildings or portions of buildings in the ITOD zone
258 located within one hundred (100) feet of, or directly across the street from, an RC,
259 R1, R2 or PRO-R zone shall be a maximum of three (3) stories (not to exceed fifty
260 [50] feet) for the first one hundred (100) feet of building adjacent to the neighboring
261 property or the first one hundred (100) feet of the building across the street.

(2) Buildings or portions of buildings in the ITOD zone located within fifty (50) feet of a property in an RC, R1, R2, or PRO-R zone or the first fifty (50) feet of buildings or portions of buildings in the ITOD zone located directly across the street from an RC, R1, R2, or PRO-R zone, shall be designed with a pitched or gabled roof.

(3) Buildings or portions of buildings in the ITOD Zone located adjacent to properties in an RC, R1, R2 or PRO-R zone shall have a twenty (20) foot landscaped buffer along the adjacent property line(s).

(Enacted 2009-02)

14.23.100

Distance Between Buildings.

No requirement except as regulated by the provisions of the adopted version of the International Building Code.

(Enacted 2009-02)

14.23.110

Permissible Lot Coverage.

No requirement except as may be dictated by necessary provision of off-street parking.

(Enacted 2009-02)

14.23.120

Parking, Loading, and Access.

(1) Each lot or parcel in the ITOD zone shall provide a minimum of seventy-five (75%) percent of the required off-street parking set forth in Section 14.37.060, Provo City Code, except as otherwise provided in Subsection (2) of this Section.

(2) Residential parking may be reduced to one (1) space per unit for one (1) bedroom units and to one and one-quarter (1 1/4) spaces for units with two (2) or more bedrooms subject to Planning Commission approval of a Transportation Demand Management (TDM) program as described in Section 14.37.050(2), Provo City Code.

(3) All other requirements of Chapter 14.37, Provo City Code, shall apply.

(Enacted 2009-02, Am 2017-09, Am 2021-33)

14.23.130

Project Plan Approval.

See Sections 15.03.300 and 15.03.310, Provo City Code.

(Enacted 2009-02)

295 **14.23.140**

296 **Minimum Habitable Main Floor Depth.**

- 297 (1) Each structure in the ITOD zone situated along a primary street shall have a minimum
298 habitable main floor depth of ~~forty~~thirty (430) feet along the entire frontage yard line
299 exclusive of permitted yards and driveway approaches.
- 300 (2) Each structure in the ITOD zone situated along a secondary street shall have a
301 minimum habitable main floor depth of ~~thirty~~twenty-five (3025) feet along the entire
302 frontage yard line exclusive of permitted yards and driveway approaches.
- 303 (3) For the purposes of this Section, primary streets are designated as Freedom Blvd. (200
304 West), 100 West, and 600 South. All other streets shall be designated as secondary
305 streets.

306 (Enacted 2009-02)

307 **14.23.145**

308 **Minimum and Average Residential Unit Size.**

309 Each structure that includes a residential use shall provide a minimum unit size of no less than
310 five hundred (500) square feet and a minimum average unit size of no less than eight hundred
311 (800) square feet. This requirement shall not apply to institutional housing units (i.e., elderly
312 housing, assisted living facilities, etc.).

313 (Enacted 2017-15)

314 **14.23.150**

315 **Architectural Standards.**

- 316 (1) One (1) primary entrance door shall be provided for every fifty (50) feet of building
317 frontage.
- 318 (2) Each structure in the ITOD zone situated along a primary street shall provide the first
319 story of the building face with a minimum of fifty (50) percent completely
320 transparent glass and on secondary streets forty (40) percent completely transparent
321 glass. Ground floor residential buildings shall provide twenty (20) percent
322 completely transparent glass.
- 323 (3) Building wall materials shall be combined on each facade horizontally only, with the
324 heavier elements below lighter elements.
- 325 (4) The exterior finish material on all buildings shall not consist of vinyl or metal siding
326 (including sheet or corrugated metal), plywood, particle board or other wood
327 products not intended as an architectural finish product, or manufactured stone.
- 328 (5) All windows and doors, with the exception of ground level shop fronts shall be square
329 or vertical in proportion.
- 330 ~~(6) Doors and windows that operate as sliders are prohibited on street frontages and~~
331 ~~façades.~~

(76) Pitched roofs, if provided, shall be symmetrically sloped no less than 5:12 on all elevations facing a public street. Pitched roofs for porches and attached sheds may be no less than 2:12.

(87) Windows and doors above the first story shall not exceed fifty (50) percent of the total building wall area, with each facade being calculated independently.

(98) Balconies consisting of a minimum area of fifty (50) square feet shall be provided for a minimum of fifty (50) percent of all residential units. Balconies may be inset into the building or project outward into the property line. Balconies facing a side or rear yard shall maintain a distance of at least ten (10) feet from the face of the balcony to the adjacent property line.

(109) All new buildings that are located within one hundred (100) feet of a rail road right-of-way shall include sound and vibration attenuating design and materials. Permit applicants shall provide documentation from an acoustical engineer that “best practices” for sound and vibration attenuation have been incorporated.

(Enacted 2009-02)

14.23.155

Design Standards.

(1) Design standards detailed in Section 14.34.295 (Downtown Development Design Standards), Provo City Code, shall apply to the ITOD zone.

(2) The standards set forth in Section 14.34.300 (Transitional Development Standards for Uses Abutting Residential Zones), Provo City Code, shall not apply in the ITOD zone, except for in Section 14.23.160(7), Provo City Code.

(Am 2022-21, Am 2024-09)

14.23.160

Other Requirements.

(1) *Signs*. See Chapter 14.38, Provo City Code.

(2) *Uses Within Buildings*. All uses established in the ITOD zone shall be conducted entirely within a fully-enclosed building except those uses deemed by the Planning Commission to be customarily and appropriately conducted in the open, and other uses which are allowed by the Planning Commission to be conducted in the open through the granting of a conditional use permit. Uses customarily deemed to be conducted in the open may include, but are not limited to, outdoor dining, ice skating, and miniature golf.

(3) *Landscaping*. See Chapter 15.20, Provo City Code. In any new project consisting of twenty (20) or more residential units, an area equivalent to ten percent (10%) of the residential gross floor area must be developed as usable open space or recreational amenities in accordance with the requirements set forth in Section 14.34.330, Provo City Code.

- (a) Landscaping within the required setbacks and other required areas (such as distance provisions required by the International Building Code) shall not be calculated towards meeting this provision;
- (b) Up to fifty percent (50%) of the required recreational amenity space may be located outdoors ~~at the ground floor level~~;
- (c) Usable open space must be contiguous or accumulated to be functional as a recreational amenity or gathering space. Remnant spaces on the site will not be counted in the calculation of required usable open space.
- (4) *Canopies and Marquees*. See Chapter 14.34.490, Provo City Code.
- (5) *Trash Storage*. See Section 14.34.080, Provo City Code.
- (6) *Walls and Fences*.
- (a) No wall, fence, or opaque hedge or screening material higher than thirty-six (36) inches shall be maintained within an area which would tend to inhibit a safe sight distance of traffic traveling upon a public street, or entering into the public street from a private driveway or alley.
- (b) A decorative masonry wall, at least six (6) feet in height, shall be erected along all property lines which lie adjacent to a residential zone. In the case where a mutual agreement exists between the property owners of the ~~commercial~~ITOD zone and the adjacent residential zone, the masonry wall requirement may be modified to allow other suitable materials. A signed agreement shall be submitted to the Planning Commission or its designee, indicating this agreement. In the case where no mutual agreement exists, the masonry wall shall be required.
- (7) *Transitional Development Standards*. Where a non-residential use or mixed use in the ITOD zone borders a residential zone, the standards set forth in Chapter 14.34.300, Provo City Code, shall apply.
- (8) *Sidewalk Cafes*. See Chapter ~~14.21.150(8)~~14.34.480, Provo City Code.
- (Enacted 2009-02, Am 2020-38, Am 2022-43, Am 2024-09, Am 2025-15)

14.23.170

Explanatory Graphics.

See section 14.34.295.

ORDINANCE <<Document Number>>

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF REAL PROPERTY, GENERALLY LOCATED AT 1095 SOUTH 500 WEST AND 1200 SOUTH TOWNE CENTRE BOULEVARD, FROM THE RESIDENTIAL MANUFACTURED HOME PARK (RM) AND REGIONAL SHOPPING CENTER (SC3) ZONES TO THE INTERIM TRANSIT ORIENTED DEVELOPMENT (ITOD) ZONE. FRANKLIN SOUTH AND EAST BAY NEIGHBORHOODS. (PLRZ20250236)

RECITALS:

It is proposed that the classification on the Provo Zoning Map for approximately 23 acres of real property, generally located at 1095 South 500 West and 1200 South Towne Centre Boulevard (an approximation of which is shown or described in Exhibit A and a more precise description of which is attached as Exhibit B), be amended from the Residential Manufactured Home Park (RM) and Regional Shopping Center (SC3) Zones to the Interim Transit Oriented Development (ITOD) Zone;

The proposal is related to a proposed amendment of the General Plan Map designation of the property from Commercial (C) to Transit Oriented Development (TOD) (PLGPA20250235), proposed amendments to Provo City Code Chapter 14.23 regarding the ITOD Zone (PLOT20250243), and a proposed concept plan for a mixed-use redevelopment of the property (PLCP20250237);

On March 11, 2026, the Planning Commission held a public hearing to consider the proposal, and after the hearing the Planning Commission recommended **approval** of the proposal to the Municipal Council by an 8:0 vote, with a recommendation to exclude the mobile home park from the ITOD Zone and use a different residential zone for that area due to needed amendments to the ITOD Zone and possibilities to adjust the plan;

The Planning Commission's recommendation was based on the project design presented to the Commission;

On October 6, 2026, the Municipal Council held a work session to discuss the proposal;

On October 20, 2026, the Municipal Council met to determine the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

41 After considering the Planning Commission's recommendation and the facts presented to
42 the Municipal Council, and having considered the impact of the proposed ordinance on family
43 health, stability, and formation, the Council finds that (i) the proposed action should be
44 approved, and (ii) such action furthers the health, safety, and general welfare of the citizens of
45 Provo City.

46
47 THEREFORE, the Provo Municipal Council ordains as follows:
48

49 PART I:
50

51 The classification on the Provo Zoning Map is amended from the Residential Manufactured
52 Home Park (RM) and Regional Shopping Center (SC3) Zones to the Interim Transit Oriented
53 Development (ITOD) Zone for the real property described in this ordinance.

54 PART II:

55 The Mayor is authorized to negotiate and execute a development agreement as proposed
56 by the applicant for this zone change, consistent with the representations made by the applicant
57 and the applicant's representatives to the Council. The agreement must be in form substantially
58 similar to the draft attached as Exhibit C. An executed copy of the agreement will be attached as
59 Exhibit D after execution. The zone map classification change described in Part I is not effective
60 until the date of final execution of the development agreement.

61 PART III:
62

- 63 A. If a provision of this ordinance conflicts with a provision of a previously adopted
64 ordinance, this ordinance controls.
65
- 66 B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,
67 sentence, clause, or phrase is judicially determined to be unconstitutional or invalid, the
68 remainder of the ordinance is not affected by that determination.
69
- 70 C. Except as otherwise stated in Part II, this ordinance takes effect immediately after it has
71 been posted or published in accordance with Utah Code Section 10-3-711, presented to the
72 Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with
73 Utah Code Section 10-3-713.
74
- 75 D. The Municipal Council directs that the Provo Zoning Map be updated and codified to
76 reflect the provisions enacted by this ordinance.
77
- 78 E. Notwithstanding any provision or language to the contrary in this ordinance, if the
79 Development Agreement authorized in Part II has not been fully executed by the necessary
80 parties within one year from the date of the Municipal Council's approval of this ordinance,
81 the entire ordinance expires, becoming null and void as if it had never been approved.

82 Because the zone map classification change contemplated in Part I cannot come into effect
83 if the Development Agreement is not executed, neither the applicant nor any successor(s)
84 in interest has any vested rights under this ordinance if it expires.

EXHIBIT A

Proposed Zoning Map Amendment Area (ITOD)



EXHIBIT B

A part of Lots 2, 3, 4, 5 and 7 of the Amended Provo Towne Centre Mall Subdivision recorded 11 March, 1999 as Entry No. 29378 and as Map No. 7952 in the Official Records of Utah County, together with more land, located in the Southeast Quarter of Section 12, Township 7 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, in the City of Provo, Utah County, Utah:

Beginning at a point on the Westerly line of said Lot 5, located 78.89 feet North 89°46'24" East along the South line of said Section 12; and 348.68 feet North 0°13'36" West from a Brass Cap Monument found marking the South Quarter Corner of Said Section 12; said South Quarter Corner is located 2652.80 feet South 89°46'24" West along said Section line from a Brass Cap Monument found marking the Southeast corner of said Section 12; and running thence North 0°43'46" East 174.84 feet along said Westerly line; thence North 89°38'01" West 564.35 feet to and along a fence called for in that certain Special Warranty Deed Entry No. 9949:2016 in the Official Records of Utah County, to the Westerly line of said Special Warranty Deed, also being the Easterly line of 500 West Street; thence North 0°23'54" East 386.94 feet along said Easterly line to the intersection thereof with the Southerly line of that certain Warranty Deed recorded November 30, 2009 as Entry No. 123118:2009 in the Official Records of Utah County; thence along said Southerly line the following three courses: North 89°55'54" East 113.37 feet; South 89°32'57" East 446.56 feet; and South 89°21'25" East 1.65 feet to the Northwest corner of said Lot 5; thence along the Northerly, Westerly and Easterly lines of said Amended Subdivision the following fifteen courses: South 89°21'25" East 318.08 feet; North 87°47'44" East 81.92 feet; South 87°04'33" East 68.53 feet; South 89°41'34" East 148.03 feet; South 1°34'26" East 107.69 feet; South 89°34'31" East 357.18 feet; North 0°16'18" West 155.24 feet to the Northwest corner of said Lot 4; South 89°34'31" East 222.84 feet; South 0°04'13" West 6.21 feet; South 89°03'39" East 254.20 feet to the Northeast corner of said Lot 7; South 0°09'33" West 150.86 feet; South 88°45'03" East 25.21 feet; South 0°41'03" West 152.27 feet; North 89°19'07" West 39.99 feet; and South 0°17'07" West 181.68 feet; thence North 89°19'07" West 37.10 feet to the Westerly line of said Lot 7; thence along said Westerly line and said Westerly line extended Southerly the following two courses: South 0°00'30" East 106.25 feet to a point of curvature; and Southwesterly along the arc of a 248.00 foot radius curve to the right a distance of 120.25 feet (Central Angle equals 27°46'56" and Long Chord bears South 13°52'58" West 119.08 feet); thence North 59°33'25" West 193.42 feet along a non-radial line to a point of curvature; thence Northwesterly along the arc of a 50.00 foot radius curve to the left a distance of 25.93 feet (Central Angle equals 29°42'49" and Long Chord bears North 74°24'50" West 25.64 feet) to a point of tangency; thence North 89°16'14" West 346.09 feet; thence North 0°43'46" East 94.13 feet; thence North 89°16'14" West 165.00 feet; thence South 0°43'46" West 75.67 feet; thence North 89°16'14" West 264.18 feet; thence South 0°43'46" West 22.26 feet; thence North 89°16'14" West 404.66 feet to said Westerly line of Lot 5 and the point of beginning.

Note: said Amended Plat and said Deeds have been rotated 30" counter-clockwise from the Plat record in order to match a NAD83(2011) Utah Central Zone reference to North.

Contains 1,002,813 sq. ft.
Or 23.021 acres

EXHIBIT C
Development Agreement Draft dated October 13, 2026

**DEVELOPMENT AGREEMENT
FOR**

([Property Address])

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the date executed by all Parties (the “Effective Date”) by and between the city of PROVO, a Utah political subdivision, (hereinafter referred to as "City") and Brixton Provo Mall, LLC, a Delaware limited liability company, Brixton Provo Project, LLC, a Delaware limited liability company, and Brixton Acres, LLC, a Delaware limited liability company (hereinafter collectively referred to as “Owner”). The City and Owner are herein collectively referred to as “Parties.”

RECITALS

A. Owner owns approximately 44.212 acres of land located within the City of Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the “Property”).

B. On _____, the City Council approved Ordinance _____, vesting zoning (the “Vesting Ordinance”), based on the Concept Plan set forth on EXHIBIT B (“Concept Plan”), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the “Project”).

C. Owner is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's General Plan, zoning, and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The City Council accepted Owner’s proffer to enter into this Agreement to memorialize the intent of Owner and City and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.

E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

173 F. The City has the authority to enter into this Agreement pursuant to Utah
174 Code Section 10-20-101(2) and relevant municipal ordinances, and desires to enter into this
175 Agreement with the Owner for the purpose of guiding the development of the Property in
176 accordance with the terms and conditions of this Agreement and in accordance with
177 applicable City Ordinances.

178
179 G. This Agreement is consistent with, and all preliminary and final plats
180 within the Property are subject to and must conform with, the City's General Plan, Zoning
181 Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to
182 City Ordinances and regulations.

183
184 H. The Parties desire to enter into this Agreement to specify the rights and
185 responsibilities of the Owner to develop the Property as expressed in this Agreement and
186 the rights and responsibilities of the City to allow and regulate such development
187 pursuant to the requirements of this Agreement.

188 I. The Parties understand and intend that this Agreement is a "development
189 agreement" within the meaning of, and is entered into pursuant to, the terms of Utah
190 Code Ann., §10-20-101 and 10-20-508.

191 J. The Parties intend to be bound by the terms of this Agreement as set forth
192 herein.

193
194 **AGREEMENT**

195 NOW, THEREFORE, in consideration of the mutual covenants contained herein,
196 and other good and valuable consideration, the receipt and sufficiency of which is hereby
197 acknowledged, the City and the Owner hereby agree as follows:

198 1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated
199 into this Agreement, as a substantive part hereof.

200 2. Zoning. The Property must be developed in accordance with: (i) the
201 requirements of the ITOD Zone in effect on the Effective Date; (ii) the Concept Plan; and
202 (iii) this Agreement. Except for City-approved non-material variations permitted under
203 Section 3, the Owner may not develop the Property in a manner that deviates from the
204 Concept Plan.

205 3. Governing Standards. The Concept Plan, the Vesting Ordinance and this
206 Agreement establish the development rights for the Project, including the uses, maximum
207 density, intensity, and general configuration for the Project. The Project must be developed in
208 accordance with the Concept Plan, the Vesting Ordinance, and this Agreement. All
209 submittals must comply with the Concept Plan, the Vesting Ordinance, and this Agreement.
210 Non-material variations to the Concept Plan, as defined and approved by the City's
211 Development Services Director, such as exact building locations, locations of open space,
212 and parking may be varied by the Owner without official City Council or Planning
213 Commission approval. Such variations, however, may in no way change the maximum

density, use, and intensity of the development of the Project. All variations, material or otherwise, must comply with Provo City Code.

4. Additional Specific Obligations. As an integral part of the consideration for this Agreement, the Owner and the City voluntarily agree as follows:

a. Phasing. The Project will be built in multiple phases with commencement of the final phase starting no later than fifteen (15) years from the completion of all Conditions Precedent to Owner's Obligations, provided that Owner has the right to request an extension of such final phase deadline for up to thirty-six (36) months by providing the City a market report from a reputable appraiser indicating that such phase is not economically viable or recommended given the then current market conditions. The final phase is defined as any phase that would complete the general intent of the Concept Plan. Such request for extension must be received at least six (6) months prior to the original fifteen (15) year final phase deadline. The City may not unreasonably deny such a request. Notwithstanding the foregoing, the commercial improvements indicated on the Concept Plan must be commenced no later than three (3) years from the completion of all Conditions Precedent to Owner's Obligations.

b. Concurrent Development Requirements: Owner must submit a comprehensive phasing plan to the City for review and approval, in the discretion of the City, prior to issuance of any building permits. This plan must demonstrate that the commercial portion of the redevelopment of Provo Town Center Mall and all public Project infrastructure in the public right-of-way (except as otherwise approved by the City Public Works Director), as shown in cross hatch on Exhibit E, will be completed in the first phase of the Project to ensure balanced community development. First phase residential units are limited to 350 units, and such residential units may not receive building permits until building permits for the commercial redevelopment phase have been issued. The second residential phase may not receive building permits until all first phase commercial shell improvements have received completion certificates, at which time up to 350 second phase residential unit building permits may be issued. It is expressly understood that the shell improvements are all that is necessary to satisfy this requirement and no specific tenant improvement occupancy certificates are required in order for the above-described second phase residential building permits to issue. Building permits for additional residential units beyond the 700 described above may not be issued until Owner demonstrates that executed leases or sales to buyers who intend to occupy the space for a commercial use are in place for not less than sixty percent (60%) of the redeveloped commercial gross leasable area identified in the approved phasing plan.

c. For Sale Residential. Owner must create for-sale residential units as a part of the Project in the area where the mobile home park is currently located as noted on the Concept Plan. Owner must construct and market no less than 75 for-sale residential units. Each such unit must be created as a separately

conveyable legal parcel or condominium unit and must be subject to a recorded restriction, in a form approved by the City, prohibiting any rental of such a unit, subject to a temporary, objective exception to this rule that is approved in advance by the City, for circumstances such as a purchase money lender's foreclosure, an owner's health crisis leading to the owner's long term hospitalization or death, mobilization of active duty military personnel, or a similar circumstance, for a period of five (5) years following each purchase of the unit. Building permits for the final residential phase may not be issued until certificates of occupancy have been issued for 75 for-sale units. Furthermore, Owner must make all residential units, including those that are not part of the for-sale units described in this subsection, subject to a recorded restriction that prohibits short-term rental, as defined in Provo City Code.

d. Land Exchange. Subject to proper notice and the exercise of legislative discretion, the City agrees to vacate its interest in a certain portion of the currently platted public right of way and to exchange with the Owner a certain portion of that land underlying the currently platted right of way within the Project, for a newly improved and dedicated right of way within the Project, all as depicted on Exhibit C.

e. HTRZ Application. The City agrees to diligently prepare and promptly submit an application to the Governor's Office of Economic Opportunity ("GOEO") for the creation of a Housing and Transit Reinvestment Zone ("HTRZ") to facilitate tax increment financing of eligible Project costs and the development of the Project, in accordance with Utah Code Title 63N, Chapter 23, Part 2, as amended. The City will use commercially reasonable efforts to obtain approval of the HTRZ and will take all commercially reasonable actions that are required by statute to establish the HTRZ for the benefit of the Project, in each case subject to the required approvals of the City Council and the governing board of the City's Redevelopment Agency, each of which retains its full legislative and governing discretion. Nothing in this subsection obligates the City or its Redevelopment Agency to approve any interlocal agreement, participation agreement, or pledge of tax increment, or to submit an HTRZ application containing terms the City Council has not approved. Owner agrees to provide all information and assistance reasonably necessary for the City to prepare the application, obtain approval, and establish the HTRZ within the Property. City anticipates that this application will include other project areas besides this Property and this Project. With respect to this Property and Project, the application will propose that:

i. the property tax increment generated within the Property be transferred through an interlocal agreement between the City and the City's Redevelopment Agency (Agency), and will be administered through a participation agreement among the Agency, the Owner, and other necessary parties, if any, to fund eligible Project costs, including, without limitation, infrastructure improvements, affordable housing

302 subsidies, and public amenities;

303 ii. such property tax increment be collected and gathered for a
304 term at least sufficient to provide the support requisite to facilitate the
305 viability of the Project from the designated base year (the “HTRZ
306 Term”) and that, together with HTRZ sales and use tax revenue
307 generated within Property, be distributed to Owner or pledged to
308 retirement of bonds created to fund eligible Project costs; and

309 iii. the State Housing and Transit Reinvestment Committee (the
310 “Committee”) establish an HTRZ sales and use tax boundary that
311 includes the Property.

312 f. HTRZ Revenue. If the HTRZ is approved by the state committee, the
313 City will follow Utah Code Title 63N, Chapter 23, Part 2, as amended, the
314 approved application regarding the revenue from the HTRZ, and any
315 subsequently executed participation agreement with Owner.

316 g. All elements of the application for, and operation of, the HTRZ must
317 comply with Utah Code Title 63N, Chapter 23, Part 2, as amended. Nothing in
318 this Agreement requires the City to act in any way that is contrary to
319 governing state law with respect to the HTRZ. To the extent governing state
320 law regarding HTRZs conflicts with this Agreement, the Parties agree that the
321 provisions of state law govern.

322 h. Conditions Precedent to Owner’s Obligations. The Parties expressly
323 acknowledge that completion of the following criteria to the reasonable
324 satisfaction of the Parties is a Condition Precedent to Owner’s Obligations
325 under this Agreement, other than those Owner commitments within
326 paragraphs 4.d and 4.e above that are necessary to meet the following
327 Conditions Precedent. If all of the Conditions Precedent listed below have not
328 been satisfied or waived in writing by the Owner within thirty-six (36) months
329 after the Effective Date, the Parties have the right, but not the obligation, at the
330 sole discretion of either Party, to terminate this Agreement upon thirty (30)
331 days’ written notice to the other Party, whereupon all rights and obligations
332 established herein also terminate. The Conditions Precedent to Owner’s
333 Obligations are:

334 i. Establishment of the HTRZ, as described above.

335 ii. City consent to formation of a PID, to serve the Project;

336 iii. Execution of agreements between the Owner and all necessary
337 parties regarding the HTRZ revenue and sales tax share revenue,
338 including those agreements necessary to arrange for HTRZ revenue to
339 be used to satisfy bonds issued by the contemplated PID;

iv. Performance by the Parties of all steps required to satisfy subsection 4.d.; and

v. City approval of the comprehensive phasing plan and a site plan application for the first phase of the Project.

i. HTRZ Affordable Housing. Owner agrees to construct and deliver affordable housing units within the HTRZ boundary in accordance with the requirements of Utah Code §63N-23-201(2). Specifically, Owner must ensure that a total of twelve percent (12%) of all residential units constructed within the Property are designated as affordable to households earning no more than eighty percent (80%) of the Area Median Income (“AMI,” defined for purposes of this agreement as county median gross income for households of the same size), with no less than three percent (3%) of all residential units within the Property designated as affordable to households earning no more than sixty percent (60%) of the AMI. Owner may exceed the minimum number of affordable housing units for each phase of the Project as well as for the Project as a whole. These affordable housing obligations apply for the entirety of the period Owner is receiving HTRZ property tax or sales tax increment or for the period required by state law, whichever is greater. The Parties agree that Owner may build more than the required minimum affordable units in any phase, and that the affordable units completed in excess of the required units in any phase will be credited to each subsequent phase, so the residential construction within the Project will at all times meet or exceed the minimum number and type of affordable units on a percentage basis.

j. HTRZ Affordable Housing Compliance. To ensure ongoing compliance with affordable housing obligations, the Owner must provide detailed annual reports to the City documenting the number of affordable units maintained, tenant income verification, and AMI percentage compliance for each unit. The City retains the right to conduct compliance audits with thirty (30) days' written notice.

k. Impact Fees. Owner acknowledges that, pursuant to applicable municipal ordinances and state law, certain development impact fees are imposed to mitigate the impacts of new development on public facilities. City acknowledges that impact fees may only be charged as permitted by the federal and state constitution, U.C.A. Title 11 Chapter 36A, and Provo City Code Chapter 15.08. City further acknowledges that offsets or credits required by those laws must be given.

l. Sewer Capacity and Offsite Sewer Improvements. The Parties acknowledge that the existing 36-inch gravity sewer trunk line downstream of the force main that discharges at or near 1100 West and 1560 South, and related offsite sewer infrastructure serving the area of the Project, are projected to experience capacity limitations in the near future. The Parties further acknowledge that offsite sewer improvements are necessary to address

such capacity limitations and to provide additional wastewater conveyance capacity for approved and future development, including the Project.

i. City Design and Construction of Offsite Sewer Improvements. Upon satisfaction of the Conditions Precedent to Owner Obligations and notice to proceed from the Owner, the City will proceed with the design of the offsite sewer improvements necessary to address capacity issues associated with the 36-inch offsite sewer trunk line, including the Westside Trunk Line and related improvements identified in the City's capital planning documents, Sewer Impact Fee Facilities Plan, or as shown generally on Exhibit D, as applicable (collectively, the "Offsite Sewer Improvements"). The City has responsibility for the design, permitting, bidding, construction, and administration of the Offsite Sewer Improvements, applicable procurement requirements, and all other requirements of law.

ii. Owner Advance of Sewer Impact Fees. To assist the City in funding a portion of the Offsite Sewer Improvements and to address the capacity issues described above, Owner will advance to the City Three Million Six Hundred Thousand Dollars (\$3,600,000.00) in sewer impact fees otherwise payable for the Project. The Owner must pay such amount to the City as a condition for the issuance of the first residential building permit for the Project.

iii. The Parties acknowledge and agree that the \$3,600,000.00 payment constitutes an advance payment towards sewer impact fees for the entire Project and constitutes pre-payment towards sewer impact fees for up to 1,384 (one thousand, three hundred and eighty-four) housing units as such may be approved in the Concept Plan, calculated at the sewer impact fee rate in effect on the date the impact fee payment is made.

(a) If upon completion of the final phase, the sewer impact fees lawfully due for actually permitted residential units, calculated at the rate in effect when the sewer impact fee for the units was paid, is less than \$3,600,000.00 in the aggregate, City must refund Owner the difference between the \$3,600,000.00 prepaid, and the amount owed for actually permitted residential units.

(b) If the sewer impact fees lawfully due for actually permitted residential units, calculated at the rate in effect when the sewer impact fee for the units is paid, exceed \$3,600,000.00 in the aggregate, Owner must pay the difference between the \$3,600,000.00 prepaid, and the amount owed for the next permit(s) at the time of issuance of the permit that causes the excess.

424 (c) If the right to develop residential units within the
425 Property is transferred by Owner to another entity or individual,
426 Owner must designate the portion of prepaid sewer impact fees
427 allocated to those units, if any, and notify City of such
428 designation.

429 iv. Nothing in this Agreement may be construed to require the
430 Owner to pay sewer impact fees in excess of the amounts lawfully
431 imposed under applicable law and City ordinance. Owner will receive
432 a sewer impact fee credit for the reduction of sewer capacity impact
433 that is associated with commercial and residential development that
434 exists on the Property on the Effective Date.

435 v. No Waiver of City Authority. Except as expressly provided in
436 this Agreement, nothing herein limits the City's authority to manage,
437 allocate, or condition wastewater capacity in accordance with
438 applicable law, adopted City standards, and generally applicable City
439 ordinances.

440 vi. Further Documentation. The Parties will cooperate in good
441 faith to execute any additional documentation reasonably necessary to
442 administer the advance payment, crediting, accounting, and application
443 of the \$3,600,000.00 sewer impact fee advance, provided that any such
444 documentation must be consistent with this Agreement, applicable
445 Utah law, and Provo City Code.

446 m. Traffic and Mobility Elements. The Parties agree:

447 i. UDOT Required Improvements. Any roadway, signal,
448 intersection, access, pedestrian, utility, drainage, or other
449 transportation-related improvements within both existing City and
450 UDOT right-of-way that are required by UDOT as a result of the
451 Project must be designed, permitted, initially funded, and constructed
452 by the Owner. Owner may request the City's and UDOT's assistance
453 to exercise the power of eminent domain to acquire any private land
454 necessary to complete the required transportation-related
455 improvements, with the decision to take such action being entirely
456 within the discretion of the Provo Municipal Council or UDOT, as
457 applicable.

458 (a) Owner's duty to obtain permits, initially fund, and
459 construct UDOT Required Improvements is conditioned upon
460 the public acquisition and dedication of private land required to
461 construct such improvements.

462 (b) Nothing in this Agreement will be construed to require
463 that such improvements be funded exclusively by Owner, and

the Parties acknowledge that it is anticipated that funding will be provided, in part, by Owner reimbursement mechanisms such as a mutually acceptable “pioneering” or “latecomer’s” agreement and may be funded in whole or in part through grants, or other public or private funding sources that may become available. Nothing in this subsection (a) requires City to provide any funding or relieves Owner of the responsibility to comply with this subsection 4.m.i. if no such funding becomes available.

(c) The City acknowledges that approvals, permits, reviews, authorizations, and coordination efforts may be required from UDOT and other governmental agencies in connection with such improvements. The City will reasonably cooperate with Owner in pursuing such approvals, including participating in meetings with UDOT, reviewing and processing City approvals in a timely manner, providing information and documentation reasonably requested by Owner or UDOT, or other actions reasonably necessary to facilitate approval and construction of such improvements.

(d) The City makes no representation or guaranty that any approval will be granted but agrees to use commercially reasonable efforts, within its lawful authority, to assist in obtaining such approvals.

ii. Mobility and Access Program (MAP). Owner must establish and implement a Mobility and Access Program ("MAP") for the Project. The purpose of the MAP is to promote safe, convenient, and accessible transportation options for residents, employees, tenants, and visitors and to encourage the use of transit, walking, bicycling, ridesharing, and other multimodal transportation alternatives.

(a) The MAP may include, as applicable, bicycle facilities, pedestrian improvements, transit-supportive amenities, mobility hubs, rideshare accommodations, wayfinding systems, enhanced pedestrian connectivity, resident mobility information, and other transportation-related measures designed to improve access to and within the Project and reduce reliance on single-occupancy vehicle trips.

(b) The specific components of the MAP may be refined from time to time through the development review process, site plan approvals, and future phases of the Project, provided the overall objective of encouraging multimodal transportation and improving connectivity is maintained.

(c) Owner, or its successor in interest, is responsible for administration and implementation of the MAP. Upon reasonable request by the City, Owner must provide documentation reasonably demonstrating implementation of the MAP and the mobility-related improvements incorporated into the Project.

iii. Traffic Monitoring and Validation. No offsite traffic improvements are required for the first 350 residential units. Prior to issuance of residential building permits for any residential phase that would increase the cumulative number of approved residential units by more than three hundred fifty (350) units beyond the number of residential units previously approved, Owner must submit a Traffic Impact Analysis ("Traffic Analysis") prepared by a qualified traffic engineer.¹ The purpose of the study is to evaluate actual growth in traffic generated by the Project and its impact on adjacent roadways and intersections compared to growth impacts generated by other projects.

(a) The Traffic Analysis must be based on observed traffic counts, measured trip generation data, turning movement counts, and other field-collected information obtained from the Project and surrounding roadway network. The Traffic Analysis must evaluate traffic attributable to the Project and may not assign responsibility to the Project for traffic existing as of the date the Conditions Precedent of Owner's Obligations are satisfied, traffic growth related to offsite development, regional traffic increases, pass-through traffic, changes in roadway operations caused by third-party development, or traffic volumes derived solely from the City's forecasted future growth assumptions that are not attributable to the increased density of the Project.

(b) If a Traffic Analysis demonstrates that actual traffic growth generated by the development of the Project is resulting in impacts that require mitigation under applicable City, UDOT, or adopted engineering standards, the City and Owner must meet and confer in good faith regarding mitigation measures related and proportionate to the Owner's demonstrated impacts. Any required mitigation is limited to impacts attributable to traffic generated by the Project-derived growth, as demonstrated through measured traffic conditions

¹ For example, the Owner must first submit a traffic monitoring study prior to issuance of a building permit for the 351st residential unit and then must again submit a Traffic Analysis prior to the issuance of a building permit for the 701st residential unit, and so on.

544 and accepted engineering analysis.

545 (c) The City may withhold issuance of residential building
546 permits for the next residential phase upon a determination,
547 supported by the Traffic Analysis and applicable engineering
548 standards, that the Project-derived growth is causing a
549 degradation of corridor or intersection level of service that
550 requires mitigation and that the Owner has failed to identify,
551 and permit for construction, the agreed-upon or otherwise
552 required mitigation measures following written notice from the
553 City and a reasonable opportunity to remedy the level of
554 service.

555 n. Phase 1 Redevelopment. Owner intends to redevelop the existing
556 mobile home park (the "Mobile Home Park") as a component of the Project.

557 i. Time to Vacate. Owner agrees that it may not require residents
558 and occupants of the Mobile Home Park to vacate their homes or
559 remove all personal property any sooner than eighteen (18) months
560 from the later of (1) execution of this Agreement or (2) notice to vacate
561 is delivered to tenants pursuant to state law ("Required Date to
562 Vacate").

563 ii. Relocation Assistance. As additional relocation assistance
564 beyond that otherwise required by applicable law, Owner must provide
565 a one-time relocation assistance payment of Ten Thousand Dollars
566 (\$10,000.00) per occupied household to each household that:

567 (a) was lawfully occupying a space within the Mobile
568 Home Park and was in good standing as of the Effective Date
569 of this Development Agreement; and

570 (b) remains in lawful occupancy and in good standing until
571 the Required Date to Vacate. For purposes of this Subsection,
572 the term "in good standing" means the household is not in
573 default under the applicable lease or rental agreement beyond
574 any applicable notice and cure period.

575 iii. Owner must provide evidence reasonably satisfactory to the City
576 demonstrating that all required relocation assistance payments have
577 been made prior to the issuance of the Phase 1 residential building
578 permits.

579 iv. Compliance with Applicable Law. All notices must be provided
580 in accordance with applicable federal, state, and local law, including,
581 without limitation, the Utah Mobile Home Park Residency Act
582 ("MHPRA"), Utah Code Title 57, Chapter 16.

v. Cessation of Tenancy. City will not object to Owner's efforts to terminate occupancy of the Mobile Home Park if the requirements of this Section have been satisfied and Owner has otherwise complied with applicable law.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Owner must be conducted and completed in accordance with the City Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

6. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Owner has the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of the development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Owner under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Owner "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-20-902.

i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

(a) Owner Agreement. Future laws that Owner agrees in writing to the application thereof to the Project;

(b) Compliance with State and Federal Laws. 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;

(c) Safety Code Updates. 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, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or

623 statewide recognized construction/safety organization, or by
624 the State or Federal governments and are required to meet
625 legitimate concerns related to public health, safety or
626 welfare;

627 (d) Taxes. Taxes, or modifications thereto, so long as
628 such taxes are lawfully imposed and charged uniformly by
629 the City to all properties, applications, persons and entities
630 similarly situated;

631 (e) Fees. Changes to the amounts of fees for the
632 processing of Development Applications that are generally
633 applicable to all development within the City (or a portion
634 of the City as specified in the lawfully adopted fee schedule)
635 and which are adopted pursuant to State law; or

636 (f) Impact Fees. Impact Fees or modifications thereto
637 which are lawfully adopted, imposed and collected.

638 b. Reserved Legislative Powers. The Owner acknowledges that the
639 City is restricted in its authority to limit its police power by contract and
640 that the limitations, reservations and exceptions set forth herein are
641 intended to reserve to the City all of its police power that cannot be so
642 limited. Notwithstanding the retained power of the City to enact such
643 legislation of the police powers, such legislation will not modify the
644 Owner's vested right as set forth herein unless facts and circumstances are
645 present which meet the exceptions to the vested rights doctrine as set forth
646 in Section 10-20-902 of the Municipal Land Use, Development, and
647 Management Act, as adopted on the Effective Date, *Western Land*
648 *Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or
649 any other exception to the doctrine of vested rights recognized under state
650 or federal law.

651 7. Default. An “Event of Default” occurs under this Agreement if any Party
652 fails to perform its obligations hereunder when due and the defaulting party has not
653 performed the delinquent obligations within ninety (90) days following delivery to the
654 delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if
655 the default cannot reasonably be cured within that 90-day period, a party is not in default
656 so long as that party commences to cure the default within that 90-day period and
657 diligently continues such cure in good faith until complete, provided that the total cure
658 period may not exceed one hundred eighty (180) days from delivery of the notice of
659 delinquency, and provided further that this extension does not apply to a failure to pay
660 any amount due under this Agreement.

8. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party has the right to exercise all of the following rights and remedies against the defaulting party, which rights and remedies are cumulative:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination. Damages and attorney's fees are not available except for (i) a Party's failure to pay any amount due under this Agreement when due, including the sewer impact fee advance under subsection 4.1.ii and the relocation assistance payments under subsection 4.n.ii, and (ii) a Party's willful or intentional breach.

b. The right to withhold all further approvals, licenses, or permits associated with portions of the Project pertaining to the defaulting Party that have not received a building permit until such default has been cured.

c. The right to draw upon security posted for a defaulting aspect of the Project or provided in connection with that aspect of the Property or Project by the defaulting Party.

9. Notices. Any notices, requests, and demands required or desired to be given hereunder must be in writing and must be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Owner: Brixton Provo Mall, LLC
Brixton Provo Project, LLC
Attn: _____
120 S. Sierra Ave. |
Solana Beach, CA 92075

Phone: _____

To the City: City of Provo
Attention: City Attorney
445 W Center
Provo, UT 84601
Phone: (801) 852-6140

10. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

697 b. Binding Effect. This Agreement inures to the benefit of, and is
698 binding upon, the parties hereto and their respective heirs, representatives,
699 officers, agents, employees, members, successors and assigns (to the
700 extent that assignment is permitted). Without limiting the generality of
701 the foregoing, a “successor” includes a party that succeeds to the rights
702 and interests of the Owner as evidenced by, among other things, such
703 party's submission of land use applications to the City relating to the
704 Property or the Project.

705 c. Non-Liability of Officials and Employees. No officer,
706 representative, consultant, attorney, agent or employee of the City is
707 personally liable to the Owner, or any successor in interest or assignee
708 of the Owner, for any default or breach by the City, or for any amount
709 which may become due to the Owner, or its successors or assignees, or
710 for any obligation arising under the terms of this Agreement. No officer,
711 representative, consultant, attorney, agent or employee of the Owner or its
712 affiliates is personally liable to the City, or any successor in interest or
713 assignee of the City, for any default or breach by the Owner, or for any
714 amount which may become due to the City, or its successors or
715 assignees, or for any obligation arising under the terms of this
716 Agreement. Nothing herein will release any person from personal liability
717 for their own individual acts or omissions.

718 d. Third Party Rights. Except for the Owner, the City and other
719 parties that may succeed the Owner on title to any portion of the Property,
720 all of whom are expressly intended beneficiaries of this Agreement, this
721 Agreement does not create any rights in and/or obligations to any other
722 persons or parties. The Parties acknowledge that this Agreement refers to
723 a private development and that the City has no interest in, responsibility
724 for, or duty to any third parties concerning any improvements to the
725 Property unless the City has accepted the dedication of such
726 improvements.

727 e. Further Documentation. This Agreement is entered into by the
728 Parties with the recognition and anticipation that subsequent agreements,
729 plans, profiles, engineering and other documentation implementing and
730 carrying out the provisions of this Agreement may be necessary. The
731 Parties agree to negotiate and act in good faith with respect to all such
732 future items.

733 f. Relationship of Parties. This Agreement does not create any joint
734 venture, partnership, undertaking, business arrangement or fiduciary
735 relationship between the City and the Owner.

736 g. Agreement to Run With the Land. This Agreement must be
737 recorded in the Office of the Utah County Recorder against the Property

and is intended to and is deemed to run with the land and is binding on and benefits all successors in the ownership of any portion of the Property.

h. Performance. Each Party, person and/or entity governed by this Agreement must perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith. This subsection does not apply to the City's good-faith exercise of its regulatory, legislative, or police powers, including application review, inspection, correction cycles, and code enforcement conducted in the ordinary course and in accordance with the City Ordinances.

i. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Venue. The Parties agree that the venue for any lawsuit brought in a court of law or equity in relation to this Agreement will be the Fourth Judicial District Court located in Utah County, State of Utah.

k. Complete Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

l. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Owner, and no presumption or rule that ambiguities are construed against the drafting party applies to the interpretation or enforcement of this Agreement.

m. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party required under this Agreement must be given in a prompt and timely manner and may not be unreasonably withheld, conditioned or delayed. This subsection does not apply to any legislative act or discretionary land use approval of the City Council, the Planning Commission, the governing board of the City's Redevelopment Agency, or any other City body exercising legislative or quasi-judicial discretion. Any consent, approval, permit, license or other authorization required hereunder from the City will be given or withheld by the City in compliance with this Agreement and the City Ordinances.

n. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date of this Agreement that it/he/she has all requisite power and authority to execute and deliver this Agreement,

being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

o. Termination.

i. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of an Event of Default that is not cured as provided in this Agreement, each Party has the right, but not the obligation, at the sole discretion of each Party, to terminate this Agreement.

ii. Furthermore, if the Owner fails to meet a deadline set forth in Section 4.a., the City has the right, but not the obligation, at the sole discretion of City, to terminate this Agreement. Such a deadline may be extended by mutual written agreement of the Parties.

iii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the Owner terminate, except that Owner's affordable housing obligations and relocation assistance obligations survive termination as to all units for which a building permit or certificate of occupancy has been issued. None of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement may be rescinded or limited in any manner.

11. Assignability. The rights and responsibilities of Owner under this Agreement may be assigned in whole or in part by Owner with the consent of the City as provided herein.

a. Notice. Owner must 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 must include providing the City with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Owner's rights and responsibilities, then the assignee is responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Owner is released from any future obligations as to those obligations which are assigned but remains responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's

reasonable financial ability to perform the obligations of the Owner proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee must consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

12. Sale or Conveyance. If Owner sells or conveys parcels of land, the lands so sold and conveyed bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and are subject to the same limitations and rights of the City as when owned by Owner and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein. The sale of individual residential dwelling units after issuance by the City of a certificate of occupancy within the Property does not: (a) constitute an assignment of this Agreement, (b) obligate individual residential unit owners or subsequent owners personally, under any term or condition of this Agreement; or (c) require the City's prior consent.

13. No Waiver. Any Party's failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party may not be construed as a waiver of any succeeding breach of the same or other provisions.

14. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions continue in full force and effect.

15. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement that is due to a strike, labor dispute, inability to obtain labor, materials, equipment or reasonable substitutes therefor; an act of nature; governmental restriction, regulation or control; judicial order; enemy or hostile government action; war or civil commotion; fire or other casualty; or other cause beyond the reasonable control of the Party obligated to perform hereunder excuses performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

16. Estoppel Certificates. The City, at any time and from time to time upon not less than thirty (30) days' prior written notice from any owner of real property located within the Property (a "Property Owner"), agrees to execute and deliver to a Property Owner a statement, in a form reasonably approved by the City and certified only to the City's actual knowledge without independent investigation, (a) certifying that this Agreement is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect; (b) acknowledging that there are not any uncured defaults on the part of the Property Owner hereunder, or specifying such defaults if they are claimed; and (c) containing such other information regarding this Agreement as the Property Owner reasonably requests.

856 17. Amendment. This Agreement may be amended only in writing signed by
857 the Parties hereto.

858 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and
859 through their respective, duly authorized representatives as of the day and year shown
860 below.

861 CITY:

862 CITY OF PROVO

863 ATTEST:

864 By: _____
865 City Recorder

By: _____
Mayor Marsha Judkins

866
867 DATE: _____
868

869

870

871 STATE OF UTAH)

872 :ss

873 COUNTY OF UTAH)

874

875 On the ____ day of _____, 2026, personally appeared before me Marsha Judkins, who being
876 by me duly sworn, did acknowledge that he/she executed the foregoing instrument in his/her
877 official capacity as Mayor of Provo City, a political subdivision of the State of Utah.

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880 _____
Notary Public

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OWNER:

BRIXTON ACRES LLC, a Delaware
limited liability company

By: BRIXTON MANAGER, LLC,
a Delaware Limited liability
company
Its: Manager

By: _____
Marc R. Brutten
Its: Manager

DATE: _____

BRIXTON PROVO MALL, LLC, a
Delaware limited liability company

By: BRIXTON MANAGER, LLC,
a Delaware Limited liability
company
Its: Manager

By: _____
Marc R. Brutten
Its: Manager

DATE: _____

BRIXTON PROVO PROJECT, LLC, a
Delaware limited liability company

By: BRIXTON MANAGER, LLC,
a Delaware Limited liability
company
Its: Manager

By: _____
Marc R. Brutten
Its: Manager

DATE: _____

934 STATE OF UTAH)
935 :ss
936 COUNTY OF UTAH)
937

938 On the ____ day of _____, 2026, personally appeared before me Marc R. Brutton,
939 who being by me duly sworn, did say that he is the Manager of Brixton Manager, LLC, which
940 is in turn the Manager of Brixton Acres, LLC, a Delaware limited liability company, and that
941 the within and foregoing instrument was signed on behalf of said limited liability company
942 with proper authority and duly acknowledged to me that he executed the same.

943

944 _____
945 Notary Public
946

947

948 STATE OF UTAH)
949 :ss
950 COUNTY OF UTAH)
951

952 On the ____ day of ___, 2026, personally appeared before me Marc R. Brutton, who being by
953 me duly sworn, did say that he is the Manager of Brixton Manager, LLC, which is in turn the
954 Manager of Brixton Provo Mall, LLC, a Delaware limited liability company, and that the
955 within and foregoing instrument was signed on behalf of said limited liability company with
956 proper authority and duly acknowledged to me that he executed the same.

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958

959 _____Notary Public

960

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964 STATE OF UTAH)
965 :ss
966 COUNTY OF UTAH)
967

968 On the ____ day of _____, 2026, personally appeared before me Marc R. Brutton, who
969 being by me duly sworn, did say that he is the Manager of Brixton Manager, LLC, which is in
970 turn the Manager of Brixton Provo Project, LLC, a Delaware limited liability company, and
971 that the within and foregoing instrument was signed on behalf of said limited liability company
972 with proper authority and duly acknowledged to me that he executed the same.

973

974

975 _____Notary Public

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Exhibit A
Legal Description of the Property

EXHIBIT A
Legal Description of Mall Property

PROVO TOWNE CENTRE MALL
COMMITMENT NO. 01459-15329
LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 5, 6, 7, 9, 10, 11, AMENDED PROVO TOWNE CENTRE MALL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 11, 1999 AS ENTRY NO 29378 AS MAP FILING NO. 7952 IN THE OFFICE OF THE UTAH COUNTY RECORDER.

PARCEL 1A:

EASEMENT RIGHTS APPURTENANT TO PARCEL 1 SET FORTH IN THAT CERTAIN CROSS PARKING AGREEMENT DATED MAY 15, 1997, BY AND BETWEEN PROVO MALL DEVELOPMENT COMPANY, LTD., A UTAH LIMITED PARTNERSHIP AND G.G.A. II, INC., RECORDED MAY 19, 1997, AS ENTRY NO. 38300, IN BOOK 4273, AT PAGE 230, OF OFFICIAL RECORDS.

PARCEL 1B:

EASEMENT RIGHTS APPURTENANT TO PARCEL 1 SET FORTH IN THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, PROVO TOWNE CENTRE, RECORDED JANUARY 7, 1998, AS ENTRY NO. 1459, IN BOOK 4486, AT PAGE 472, AS AMENDED BY AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, RECORDED OCTOBER 22, 2003, AS ENTRY NO. 170180:2003 AND THEREAFTER ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT RECORDED FEBRUARY 3, 2003, AS ENTRY NO. 16315:2003 AND THEREAFTER ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT UNDER ASSIGNMENT AND ASSUMPTION OF INSTRUMENTS RECORDED MAY 1, 2012, AS ENTRY NO. 35762:2012, OF OFFICIAL RECORDS.

PARCEL 2:

LOTS 3 AND 4, PROVO TOWNE CENTRE MALL SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 11, 1999, AS ENTRY NO. 29378, AND MAP FILING NO. 7952, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

PARCEL 2A:

EASEMENT RIGHTS APPURTENANT TO PARCEL 2 SET FORTH IN THAT CERTAIN CROSS PARKING AGREEMENT, RECORDED MAY 19, 1997, AS ENTRY NO. 38300, IN BOOK 4273, AT PAGE 230 OF OFFICIAL RECORDS.

PARCEL 2B:

EASEMENT RIGHTS APPURTENANT TO PARCEL 2 SET FORTH IN THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, RECORDED JANUARY 7, 1998, AS ENTRY NO. 1459, IN BOOK 4486, AT PAGE 472; AND IN THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENTS (PROVO TOWNE CENTRE MALL), RECORDED FEBRUARY 3, 2003, AS ENTRY NO. 16315:2003; AND IN THAT CERTAIN AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, RECORDED OCTOBER 22, 2003, AS ENTRY NO. 170180:2003, OF OFFICIAL RECORDS.

PARCEL 3:

AN UNDIVIDED TENANT-IN-COMMON INTEREST, AS PROVO MALL DEVELOPMENT COMPANY, LTD., A UTAH LIMITED PARTNERSHIP COMPANY MAY APPEAR, IN THE LAND REFERRED TO HEREIN SITUATED IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

THE PRIVATE STREET AND UTILITY EASEMENT SHOWN ON THE RECORDED PLAT OF PHASE 1 COLLINS PLANNED UNIT DEVELOPMENT, BEING KNOWN AS 1100 SOUTH STREET AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A POINT WHICH IS SOUTH 89°46'21" WEST ALONG THE QUARTER SECTION LINE 868.25 FEET AND NORTH 444.18 FEET AND NORTH 00°17'37" WEST 150.68 FEET FROM THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°18'37" WEST 380.22 FEET; THENCE NORTH 00°41'33" EAST 31 FEET; THENCE SOUTH 89°18'37" EAST 316 FEET; THENCE NORTH 76°37'44" EAST 37.04 FEET; THENCE SOUTH 89°18'37" EAST 28 FEET; THENCE SOUTH 00°17'37" WEST 40 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING

PART OF A PRIVATE STREET AND PUBLIC UTILITY EASEMENT LOCATED WITHIN THE COLLINS PLANNED UNIT DEVELOPMENT, AN AMENDMENT OF LOTS 1 AND 2, COLLINS SUBDIVISION, PLAT A, ENTRY NO. 27873, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 12-7-2, SOUTH 89°46'54" W, 1137.47 FEET; THENCE NORTH 597.10 FEET TO THE POINT OF BEGINNING; THENCE N89°18'37"W, 108.54 FEET; THENCE N00°41'33" E, 31.00 FEET; THENCE S89°18'38"E, 108.32 FEET; THENCE S00°17'31" W, 31.00 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE STEWART TITLE GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE NUMBER 01459-15329, 11TH AMENDMENT, DATED JANUARY 04, 2016.

1038

Legal Description of Shady Acres

1039 THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS
1040 FOLLOWS:

1041 PARCEL 1:

1042 COMMENCING AT A POINT WHICH IS NORTH 732.84 FEET AND WEST 360.13 FEET FROM THE SOUTH QUARTER CORNER
1043 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°37' EAST 75.00
1044 FEET; THENCE NORTH 89°00' WEST 120.00 FEET TO A FENCE; THENCE ALONG SAID FENCE SOUTH 0°37'30" WEST 75.00
1045 FEET; THENCE SOUTH 89°00' EAST 120.00 FEET TO THE POINT OF BEGINNING.

1046 PARCEL 2:

1047 COMMENCING AT A POINT ON A FENCE CORNER WHICH IS NORTH 524.54 FEET AND EAST 79.24 FEET FROM THE SOUTH
1048 QUARTER CORNER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE
1049 FOLLOWING SAID FENCE NORTH 0°34'10" EAST 386.97 FEET TO A FENCE CORNER; THENCE ALONG SAID FENCE NORTH
1050 89°20'50" WEST 561.39 FEET TO A FENCE CORNER; THENCE ALONG SAID FENCE SOUTH 0°37'30" WEST 107.96 FEET;
1051 THENCE SOUTH 89°00' EAST 120.00 FEET; THENCE SOUTH 0°37' WEST 75.00 FEET; THENCE NORTH 89°00' WEST 120.00 FEET
1052 TO A FENCE; THENCE ALONG SAID FENCE SOUTH 0°37'30" WEST 204.94 FEET TO A FENCE CORNER; THENCE ALONG SAID
1053 FENCE CORNER SOUTH 89°26'30" EAST 561.78 FEET TO THE POINT OF BEGINNING.

1054 ALSO DESCRIBED BY SURVEY AS FOLLOWS:

1055 COMMENCING AT A POINT ON A FENCE CORNER WHICH IS NORTH 524.54 FEET AND EAST 79.24 FEET FROM THE SOUTH
1056 QUARTER CORNER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE
1057 FOLLOWING SAID FENCE NORTH 0°00'14" WEST 386.97 FEET TO A FENCE CORNER; THENCE ALONG SAID FENCE NORTH
1058 89°20'50" WEST 557.52 FEET TO A FENCE CORNER; THENCE ALONG SAID FENCE SOUTH 0°37'30" WEST 107.96 FEET;
1059 THENCE SOUTH 89°00' EAST 120.00 FEET; THENCE SOUTH 0°37' WEST 75.00 FEET; THENCE NORTH 89°00' WEST 120.00 FEET
1060 TO A FENCE; THENCE ALONG SAID FENCE SOUTH 0°37'30" WEST 204.94 FEET TO A FENCE CORNER; THENCE ALONG SAID
1061 FENCE CORNER SOUTH 89°26'30" EAST 561.78 FEET TO THE POINT OF BEGINNING.

1062 THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE STEWART TITLE
1063 GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE NUMBER 01459-15334 DATED OCTOBER 09, 2015.

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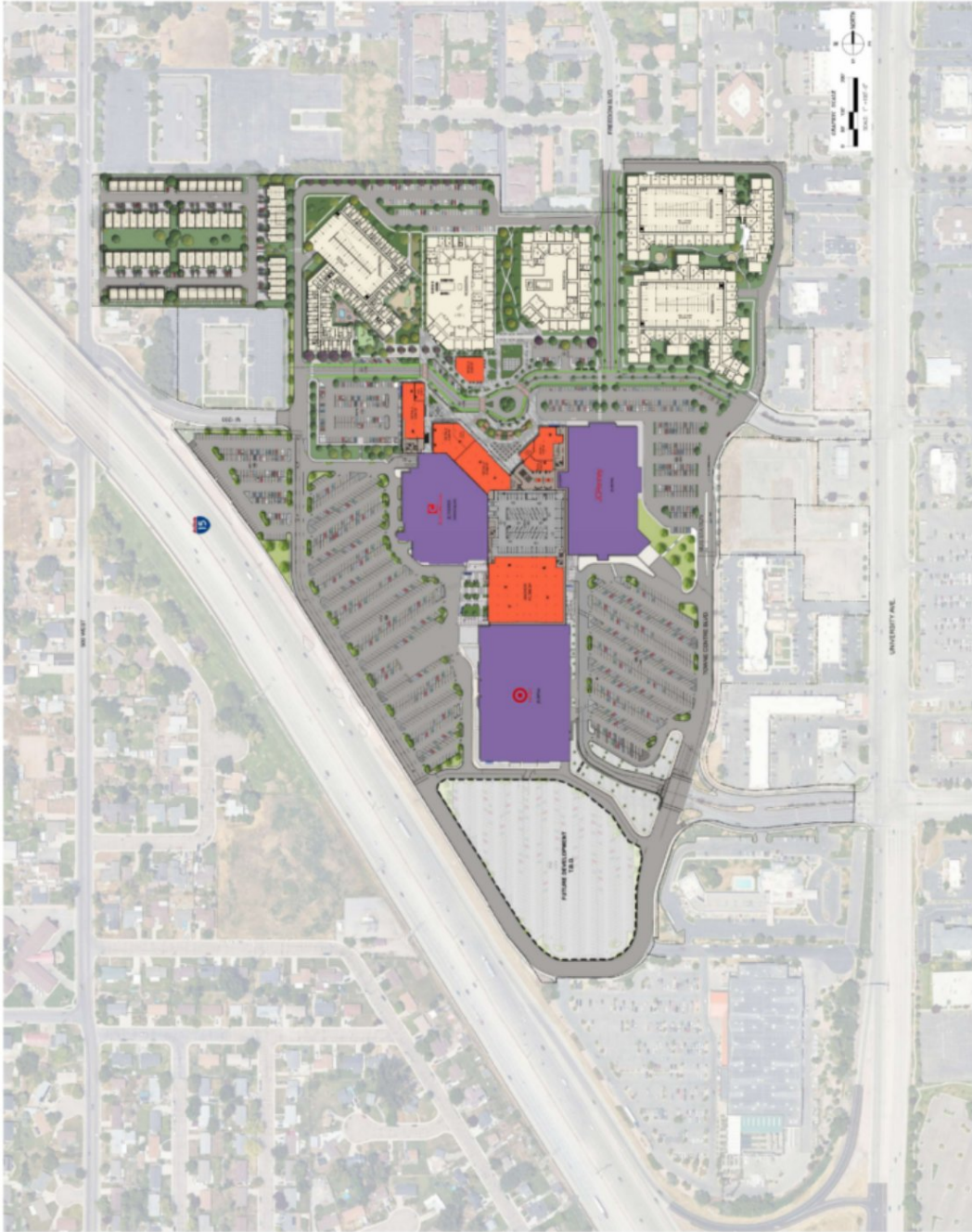
Exhibit B

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Concept Plan

EXHIBIT B

Concept Plan



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Exhibit B – Concept Plan, Part 2 (For-Sale Units)



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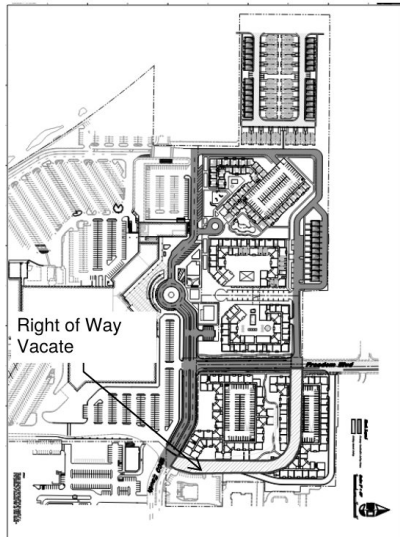


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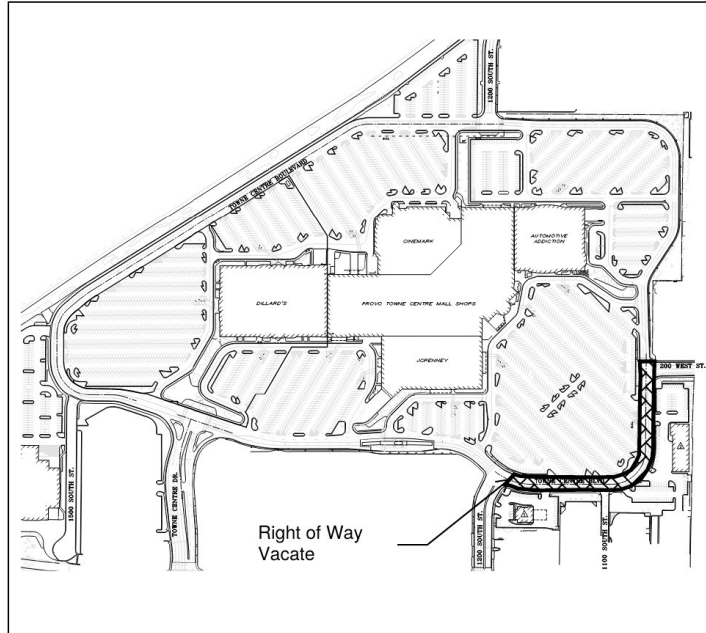
EXHIBIT C
Roadway Land Exchange

EXHIBIT C

Post Development Street Layout



Pre Development Street Layout



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EXHIBIT D
Offsite Sewer Improvements



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EXHIBIT E
Public Right-of-Way Improvements

