

REDEVELOPMENT AGENCY OF BOUNTIFUL CITY

Tuesday, December 8, 2020

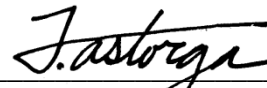
6:00 p.m.

NOTICE IS HEREBY GIVEN that the Board of Directors of the Bountiful City Redevelopment Agency will hold a meeting at **South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah**, at the time and date given above. The public is invited to attend. Persons who require special accommodations should contact Shawna Andrus, City Recorder, at (801) 298-6140, at least 24 hours prior to the meeting.

If you are not on the agenda, the Board of Directors will not discuss your item of business until a subsequent meeting. If you wish to have an item placed on the agenda, contact the Redevelopment Agency Director (RDA) at (801) 298-6190, at least 7 days before the scheduled meeting.

AGENDA

1. Welcome
2. Consider approval of minutes for October 13, 2020
3. Consideration of Renaissance Towne Centre 2020 Application for Loan for Security Upgrades & Conditional Grant for Roadway Construction Improvements
4. Adjourn to closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205)
5. Adjourn



Francisco Astorga, RDA Director

Draft Minutes of the
BOUNTIFUL CITY REDEVELOPMENT AGENCY
October 13, 2020
9:45 p.m.

Present:	Chairman	Randy Lewis
	Board Members	Millie S Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson and Chris Simonsen
	City Attorney	Clinton Drake
	City Manager	Gary Hill
	Planning Director	Francisco Astorga
	Recording Secretary	Darlene Baetz

1. Welcome and Introductions.

Chairman Lewis opened the meeting at 9:45 p.m. and welcomed all those present.

2. Approval of the minutes for June 16, 2020.

Board Member Higginson made a motion to approve the June 16, 2020 minutes as written. Board Member Harris seconded the motion. Voting was 6-0 in approval with Board Members, Bahr, Bradshaw, Harris, Higginson. Lewis and Simonsen voting aye.

3. Approval of the purchase of RDA property of the rear yard at 73 West 100 North, Michael and Kristan Crouch, applicants.

Michael and Kristan Crouch were present. Planning Director Francisco Astorga presented the item.

The applicants requested to purchase the rear yard property to be added as a garden to the existing historic Day-Mabey home. The City will lose 4 spaces with this property but is comfortable with this agreement. Staff recommended the Redevelopment Agency Board approve the purchase of the Day-Mabey “back yard” consisting of a purchase price of \$25,185 subject to the Land Sale and Development Agreement.

Board Member Higginson made a motion to approve the purchase of the RDA property located at 73 West 100 North as outlined by staff. Board Member Bradshaw seconded the motion. Voting was 6-0 in approval with Board Members, Bahr, Bradshaw, Harris, Higginson. Lewis and Simonsen voting aye. Board Members thanked the Crouch’s for their dedication to the restoration of the Day-Mabey home.

4. Planning Director’s report, review of pending applications and miscellaneous business.

Chairman Lewis ascertained there were no other items to discuss.

Board Member Bahr made a motion to adjourn. Board Member Harris seconded the motion. Voting was 6-0 in approval with Board Members, Bahr, Bradshaw, Harris, Higginson. Lewis and Simonsen voting aye. The meeting was adjourned at 9:48 p.m.

Redevelopment Agency Staff Report



Subject: Application for Loan for Security Upgrades &
Application for Conditional Grant for Roadway Construction Improvements
and Second Parking Facility Excavation & Surface Parking

Property: Renaissance Towne Centre

Author: Francisco Astorga, AICP, Agency Director

Date: December 8, 2020

Background

Bruce Broadhead, representing Renaissance Towne Centre Master Association requests a Redevelopment Agency (RDA) loan of \$330,000 to finance deferred maintenance and capital improvements consisting of security upgrades, to the existing First Parking Facility.

Bruce Broadhead, representing Town Center LLC requests an RDA conditional grant of \$1,020,000 to finance the construction of the initial improvements consisting of \$820,000 for roadway improvements and \$200,000 for the excavation and surface parking related to the Second Parking Facility.

On October 10, 2017 the RDA approved a loan to Brian Knowlton representing Renaissance Place LLC consisting of \$550,000 for 20 years with a 5 year call, and a 3.0% interest rate for a building within the Renaissance Towne Centre (RTC), the subject site. The issued loan assisted in the financing of the construction of a mixed-use building on the northeast corner of 1500 South and Renaissance Towne Drive, pad site 9, consisting of 5 stories with approximately 4,700 square feet of commercial space and 40 multi-family residential units.

Analysis

The project is located within the RDA area and is part of an identified redevelopment site in the City. The primary purpose of the loan program is the establishment of new businesses and job creation in Bountiful (or to support existing businesses in expansion), staff recommends that any loans financed through the revolving loan program be limited to commercial properties or commercial portions of mixed use properties.

RDA Loan to Master Association

Upon execution of the drafted Development Agreement (attachment 1) and any necessary documents, the RDA would agree to loan the Master Association \$330,000 to fund the completion of certain deferred maintenance, and capital improvements consisting primarily of security upgrades to the Existing Parking Facility. This RDA Loan would be secured by a “collateral assignment” of the Master Association’s right under the Master Declaration for the project to make assessments to operate, maintain, repair, replace and improve the common elements within the project. The RDA Loan will have a 3.0% interest rate payable over a monthly ten (10) year term (attachment 2 – Draft Loan Amortization Schedule).

The existing First Parking Facility will continue to operate in a reasonable and prudent manner, in that it will continue to be open to the public during regular business hours, but may be gated in the evening to discourage vandalism and to promote safety and security.

RDA Conditional Grant to Town Center LLC

Upon execution of the drafted Development Agreement (attachment 3) and any necessary documents, the RDA would agree to conditionally grant the Master Association \$1,020,000 to facilitate the next phase of RTC development consisting of sites 9, 14, 16, 19, and other future sites to fund:

- the construction of roadway improvements (\$820,000); and
- the excavation and surface parking related to the Second Parking Facility (\$200,000).

The funds are to be used within twelve (12) months of receipt to construct, install, and extend existing Renaissance Towne Drive south to 1800 South Street; construct/install related infrastructure; provide certain excavation and site work; and surface parking areas for the next upcoming phase. Renaissance Towne Drive will remain a private road, but a public easement will secure public access.

The conditional grant is not to carry a repayment obligation provided that a certificate of occupancy (CofO) for each specific approved building on each of the four (4) initial sites is issued within six (6) years of the date of the drafted agreement. If any of the four (4) initial sites (9, 14, 16, and 19) have not had an issued CofO for their corresponding site within the specified timeframe, an applicable portion of the conditional grant will be converted to a loan obligation and will be repaid to the RDA. The allocation of a portion of the conditional grant is based on the proportion of the anticipated tax increment projected to be generated by each lot at the time of conditional grant as described below:

<u>Lot</u>	<u>Amount of Grant Potentially Converted to Loan</u>
9	\$ 172,222
14	669,944
16	95,219
19	<u>82,615</u>
	\$1,020,000

Only the portion of the conditional grant for each site which no CofO is issued within the specified time period will be converted to a loan obligation, and the remainder of the conditional grant for those sites where CofOs were issued within the specified time period will not be subject to a repayment obligation. With respect to a portion of the conditional grant which is converted to a loan obligation, the Developer will repay such amount with a 3.0% interest rate payable over a monthly ten (10) year term.

Department Review

Agency Director and City Manager.

Significant Impacts

The funding provided by the RDA will provide an important incentive toward the redevelopment of the Renaissance Towne Centre. It is anticipated that a second and final conditional grant for \$3,980,000 will be requested by Mr. Broadhead in the future. This amount will provide funding for the completion of the remaining lots at RTC.

Recommendations

Approve a loan to Renaissance Towne Centre Master Association with the following terms:

1. Loan Value: \$330,000
2. Amortization Period: 10 years
3. Call: None
4. Interest Rate: 3.0%
5. Payment Schedule: Monthly
6. Security: Collateral Assignment specified in the drafted Development Agreement

Approve a conditional grant to Town Center LLC with the following terms if the developer does not comply with the conditions specified within the development Agreement:

1. Loan Value: \$1,020,000
2. Amortization Period: 10 years
3. Call: None
4. Interest Rate: 3.0%
5. Payment Schedule: Monthly
6. Security: Position Trust Deed behind a commercial loan on the proposed building

Attachments

1. RDA Loan to Master Association – Draft Development Agreement
2. RDA Loan to Master Association – Draft Loan Amortization Schedule
3. RDA Conditional Grant to Town Center LLC – Draft Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the ____ day of _____, 2020, by and between TOWN CENTER, LLC, a Utah limited liability company (the “Developer”), and THE REDEVELOPMENT AGENCY OF BOUNTIFUL CITY, UTAH (the “RDA”), each a “Party” and collectively the “Parties” herein.

Recitals

A. Developer is the master developer of the Renaissance Towne Centre Project in Bountiful City (the “City”), Davis County, Utah, a mixed-use commercial development, located from the north side of 1500 South Street to the north side of 1800 South Street, and west of Main Street to 200 West Street (the “Project”). The Project has been, and will be “platted” into various development parcels or “Lots”. The existing and currently proposed Lots within the Project are depicted on the Conceptual Master Plan attached hereto.

B. The City has created an Economic Development Project Area (the “Area”) pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C, *et seq.*, Utah Code Annotated, as amended (the “Act”).

C. The RDA is a municipal redevelopment agency organized for the public purpose of facilitating and encouraging economic development within the City, and the redevelopment of property within the City, such as the Project.

D. The RDA and the City have determined that economic development of the Area constitutes the performance of an essential public purpose, which protects and promotes the public health, safety, and welfare.

E. The Developer has presented to the City preliminary development concept plans for Phase 2 of the Project to be constructed on property it currently owns within the Area, and the City has preliminarily approved Phase 2 of the Project.

F. The Developer has also presented to the Agency and its consultants sufficient information, including development plans and alternatives, financial statements, and other information, showing justification for the RDA’s participation in the Project.

G. The RDA is authorized to enter into this Agreement with Developer and the Master Association and utilize RDA funds for the purposes set forth herein pursuant to Section 17C-1-202 of the Act.

H. The Developer is a “Participant” and this Agreement qualifies as a “Participation Agreement” as those terms are defined in Section 17C-1-102 (39) and (40) of the Act.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RDA Conditional Grant. To facilitate the development of “Phase 2” of the Project (comprised of Lots 9, 14, 16 and 19 and other future parcels), including a proposed “Second Parking Facility” which will be privately owned, but which will provide additional private and public parking for the Project, and to facilitate the construction and installation of an extension of certain roadway improvements and related underground utilities, including the extension of “Renaissance Towne Drive” within the Project, the RDA will provide a “conditional grant” to the Developer in the amount of \$1,020,000 (the “Conditional Grant”), which may be requested upon execution of the Agreement and shall be used by the Developer within twelve (12) months of receipt from the RDA to construct and install an extension of Renaissance Towne Drive south to 1800 South Street, related infrastructure, sidewalks and utilities, certain excavation, site work and surface parking areas for Phase 2 of the Project.

(a) The Conditional Grant shall carry no repayment obligation by the Developer or the Project provided that a certificate of occupancy (“CO”) for each specific approved building on each of the four initial Lots within Phase 2 is issued by the City within six (6) years of the date of this Agreement.

(b) If any of the four initial Phase 2 Lots has not had a CO issued for a building or improvements on such Lot within the time period specified in section 2(a) above, the applicable portion of the Conditional Grant allocated to such Lot as set forth below, shall be converted to a loan obligation of the Developer to the RDA, and shall be repaid by the Developer to the RDA pursuant to the terms set forth in section 2(c) below. The allocation of a portion of the Conditional Grant to each Phase 2 Lot is based on the proportion of the anticipated tax increment projected to be generated by each such Lot at the time the Conditional Grant is disbursed, and is as follows:

<u>Lot</u>	<u>Amount of Grant Potentially Converted to Loan</u>
9	\$ 172,222
14	669,944
16	95,219
19	<u>82,615</u>
	\$1,020,000

Only the portion of the Conditional Grant set forth above attributable to a Lot for which no CO is issued within the time period specified in section 2(a) shall be converted to a loan obligation, and the remainder of the Conditional Grant for those Lots where CO’s were issued within the specified time period shall not be subject to any repayment obligation.

(c) With respect to any portion of the Conditional Grant which is converted to a loan obligation to the RDA, the Developer (or its successor in interest as set forth in section 3 below) shall repay such amount with the following terms:

Loan Value(s):	See section 1(b) of this agreement
Amortization Period:	10 years
Call:	None
Interest Rate:	3%
Payment Schedule:	Monthly
Security:	First or Second? Position Trust Deed behind a commercial loan on the proposed improvements
Other:	The converted loan amount ad to any Lot may be prepaid to the RDA at any time, in while or in part, without premium or penalty.

2. Successors and Assigns. The Parties recognize that the Developer may develop the Lots through separate single purpose entities that are affiliated with Developer, or by conveying one or more of the Lots to third party owners and developers who shall undertake to develop such Lots (collectively, “Development Conveyances”). The burdens related to the potential conversion of a portion of the Conditional Grant to a loan attributable to each Phase 2 Lot shall “run with the land”, and bind the successors and assigns of Developer who are owners of such Lots at the time the conversion of such portion of the Conditional Grant to a loan obligation occurs.

3. Vested Rights. The rights and obligations set forth herein are “vested rights” under Utah law, and may be enforced by any remedy available at law or equity, including by specific performance.

4. Additional Agreements. The Parties anticipate that additional development and other agreements will be necessary, and may be entered into by the Parties at a future date, to among other things facilitate the development of a “Second Parking Facility” for the Project.

5. Amendments. Except as otherwise provided herein, this Agreement may be modified or amended by, and only by, a written instrument duly authorized and executed by the Developer and the RDA.

6. Governing Law and Interpretation. This Agreement shall be governed by the laws of the State of Utah, and any action pertaining hereto shall be brought in the applicable state court having jurisdiction in Davis County, Utah.

7. Integrated Agreement. The Recitals, and all exhibits, schedules and attachments attached hereto, are incorporated and made an integral part of this Agreement. Except as otherwise provided herein, this Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed. Except as otherwise set forth or anticipated herein, there are no other contracts or agreements, written or verbal, between the parties relating in any way to the subject matter of this Agreement. No party is relying on any verbal or written statements of the other than those expressly set forth in this Agreement.

8. Further Assurances. The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

9. Indemnification. The Developer shall indemnify, defend and hold the RDA and the City (including their respective officers, directors, agents, employees, contractors, and consultants) harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Developer (including its officers, directors, agents, employees, contractors, and consultants) upon or in connection with the Project or in connection in any way with this Agreement, except in each case to the extent arising out of the negligence, willful misconduct, illegal acts, bad faith or breach of this Agreement by the RDA or the City (including their respective officers, directors, agents, employees, contractors, and consultants).

10. Third-Party Beneficiaries. Except for the City which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the RDA and the Developer and there are no intended third party beneficiaries.

11. No Liability of Officials or Employees. No director, officer, agent, employee, or consultant of the RDA, Bountiful City, or the Developer shall be personally liable to the other Party hereto, or any successor in interest, in the event of any default or breach by the RDA or the Developer or for any amount which may become due to the Developer or its successors or on any obligations under the terms of this Agreement.

12. No Legal Relationships. The Parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No Party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other Party, nor shall they make any representation to any third party inconsistent with this section 12.

13. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Project for the general public or for any public purpose whatsoever.

14. Due Authorization. Each Party to this Agreement represents and warrants to the other Parties hereto that execution and delivery of this Agreement by such Party, and the transactions contemplated hereby, have been duly authorized by all necessary company, agency, and/or municipal action, and that this Agreement is binding and enforceable in accordance with its terms.

15. Compliance with City Codes and Regulations. Nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.

[End of Terms – Signature Page Follows]

Attachment 1 - RDA Loan to Master Association – Draft Development Agreement

Executed as of the date first written above.

“Developer”

Town Center, LLC, a
Utah limited liability company

By _____
Bruce V. Broadhead
Manager

“RDA”

The Redevelopment Agency of
Bountiful City, Utah

By _____
Its: _____

Attest:

By _____
Its: _____

Approved as to Form:

City Attorney

1548967v1

Loan Amortization Schedule
Bountiful RDA - Renaissance
 January 1, 2021

Original Balance	\$330,000
Final Balance	\$0
Outstanding Balance at end of Year 5	\$177,337
Rate (Annual/Fixed)	3%
Payments Per Year	12
Loan Period (Months)	120
Loan Origination Date	1-Jan-21
1st Payment Date	1-Feb-21
Monthly Payment	\$3,186.50

Pmt #	Due Date	P&I Payment	Principal	Interest	Additional Principal	New Balance
-	1-Jan-21	-	-	-	-	\$330,000.00
1	1-Feb-21	\$3,186.50	\$2,361.50	\$825.00	\$0.00	\$327,638.50
2	1-Mar-21	\$3,186.50	\$2,367.41	\$819.10	\$0.00	\$325,271.09
3	1-Apr-21	\$3,186.50	\$2,373.33	\$813.18	\$0.00	\$322,897.76
4	1-May-21	\$3,186.50	\$2,379.26	\$807.24	\$0.00	\$320,518.50
5	1-Jun-21	\$3,186.50	\$2,385.21	\$801.30	\$0.00	\$318,133.29
6	1-Jul-21	\$3,186.50	\$2,391.17	\$795.33	\$0.00	\$315,742.12
7	1-Aug-21	\$3,186.50	\$2,397.15	\$789.36	\$0.00	\$313,344.97
8	1-Sep-21	\$3,186.50	\$2,403.14	\$783.36	\$0.00	\$310,941.83
9	1-Oct-21	\$3,186.50	\$2,409.15	\$777.35	\$0.00	\$308,532.68
10	1-Nov-21	\$3,186.50	\$2,415.17	\$771.33	\$0.00	\$306,117.51
11	1-Dec-21	\$3,186.50	\$2,421.21	\$765.29	\$0.00	\$303,696.30
12	1-Jan-22	\$3,186.50	\$2,427.26	\$759.24	\$0.00	\$301,269.04
13	1-Feb-22	\$3,186.50	\$2,433.33	\$753.17	\$0.00	\$298,835.71
14	1-Mar-22	\$3,186.50	\$2,439.42	\$747.09	\$0.00	\$296,396.29
15	1-Apr-22	\$3,186.50	\$2,445.51	\$740.99	\$0.00	\$293,950.78
16	1-May-22	\$3,186.50	\$2,451.63	\$734.88	\$0.00	\$291,499.15
17	1-Jun-22	\$3,186.50	\$2,457.76	\$728.75	\$0.00	\$289,041.39
18	1-Jul-22	\$3,186.50	\$2,463.90	\$722.60	\$0.00	\$286,577.49
19	1-Aug-22	\$3,186.50	\$2,470.06	\$716.44	\$0.00	\$284,107.43
20	1-Sep-22	\$3,186.50	\$2,476.24	\$710.27	\$0.00	\$281,631.19
21	1-Oct-22	\$3,186.50	\$2,482.43	\$704.08	\$0.00	\$279,148.76
22	1-Nov-22	\$3,186.50	\$2,488.63	\$697.87	\$0.00	\$276,660.13
23	1-Dec-22	\$3,186.50	\$2,494.85	\$691.65	\$0.00	\$274,165.28
24	1-Jan-23	\$3,186.50	\$2,501.09	\$685.41	\$0.00	\$271,664.19
25	1-Feb-23	\$3,186.50	\$2,507.34	\$679.16	\$0.00	\$269,156.85
26	1-Mar-23	\$3,186.50	\$2,513.61	\$672.89	\$0.00	\$266,643.24
27	1-Apr-23	\$3,186.50	\$2,519.90	\$666.61	\$0.00	\$264,123.34
28	1-May-23	\$3,186.50	\$2,526.20	\$660.31	\$0.00	\$261,597.14
29	1-Jun-23	\$3,186.50	\$2,532.51	\$653.99	\$0.00	\$259,064.63
30	1-Jul-23	\$3,186.50	\$2,538.84	\$647.66	\$0.00	\$256,525.79
31	1-Aug-23	\$3,186.50	\$2,545.19	\$641.31	\$0.00	\$253,980.60
32	1-Sep-23	\$3,186.50	\$2,551.55	\$634.95	\$0.00	\$251,429.05
33	1-Oct-23	\$3,186.50	\$2,557.93	\$628.57	\$0.00	\$248,871.12
34	1-Nov-23	\$3,186.50	\$2,564.33	\$622.18	\$0.00	\$246,306.79
35	1-Dec-23	\$3,186.50	\$2,570.74	\$615.77	\$0.00	\$243,736.05

36	1-Jan-24	\$3,186.50	\$2,577.16	\$609.34	\$0.00	\$241,158.89
37	1-Feb-24	\$3,186.50	\$2,583.61	\$602.90	\$0.00	\$238,575.28
38	1-Mar-24	\$3,186.50	\$2,590.07	\$596.44	\$0.00	\$235,985.21
39	1-Apr-24	\$3,186.50	\$2,596.54	\$589.96	\$0.00	\$233,388.67
40	1-May-24	\$3,186.50	\$2,603.03	\$583.47	\$0.00	\$230,785.64
41	1-Jun-24	\$3,186.50	\$2,609.54	\$576.96	\$0.00	\$228,176.10
42	1-Jul-24	\$3,186.50	\$2,616.06	\$570.44	\$0.00	\$225,560.04
43	1-Aug-24	\$3,186.50	\$2,622.60	\$563.90	\$0.00	\$222,937.44
44	1-Sep-24	\$3,186.50	\$2,629.16	\$557.34	\$0.00	\$220,308.28
45	1-Oct-24	\$3,186.50	\$2,635.73	\$550.77	\$0.00	\$217,672.55
46	1-Nov-24	\$3,186.50	\$2,642.32	\$544.18	\$0.00	\$215,030.23
47	1-Dec-24	\$3,186.50	\$2,648.93	\$537.58	\$0.00	\$212,381.30
48	1-Jan-25	\$3,186.50	\$2,655.55	\$530.95	\$0.00	\$209,725.75
49	1-Feb-25	\$3,186.50	\$2,662.19	\$524.31	\$0.00	\$207,063.56
50	1-Mar-25	\$3,186.50	\$2,668.85	\$517.66	\$0.00	\$204,394.71
51	1-Apr-25	\$3,186.50	\$2,675.52	\$510.99	\$0.00	\$201,719.19
52	1-May-25	\$3,186.50	\$2,682.21	\$504.30	\$0.00	\$199,036.98
53	1-Jun-25	\$3,186.50	\$2,688.91	\$497.59	\$0.00	\$196,348.07
54	1-Jul-25	\$3,186.50	\$2,695.63	\$490.87	\$0.00	\$193,652.44
55	1-Aug-25	\$3,186.50	\$2,702.37	\$484.13	\$0.00	\$190,950.07
56	1-Sep-25	\$3,186.50	\$2,709.13	\$477.38	\$0.00	\$188,240.94
57	1-Oct-25	\$3,186.50	\$2,715.90	\$470.60	\$0.00	\$185,525.04
58	1-Nov-25	\$3,186.50	\$2,722.69	\$463.81	\$0.00	\$182,802.35
59	1-Dec-25	\$3,186.50	\$2,729.50	\$457.01	\$0.00	\$180,072.85
60	1-Jan-26	\$3,186.50	\$2,736.32	\$450.18	\$0.00	\$177,336.53
61	1-Feb-26	\$3,186.50	\$2,743.16	\$443.34	\$0.00	\$174,593.37
62	1-Mar-26	\$3,186.50	\$2,750.02	\$436.48	\$0.00	\$171,843.35
63	1-Apr-26	\$3,186.50	\$2,756.90	\$429.61	\$0.00	\$169,086.45
64	1-May-26	\$3,186.50	\$2,763.79	\$422.72	\$0.00	\$166,322.66
65	1-Jun-26	\$3,186.50	\$2,770.70	\$415.81	\$0.00	\$163,551.96
66	1-Jul-26	\$3,186.50	\$2,777.62	\$408.88	\$0.00	\$160,774.34
67	1-Aug-26	\$3,186.50	\$2,784.57	\$401.94	\$0.00	\$157,989.77
68	1-Sep-26	\$3,186.50	\$2,791.53	\$394.97	\$0.00	\$155,198.24
69	1-Oct-26	\$3,186.50	\$2,798.51	\$388.00	\$0.00	\$152,399.73
70	1-Nov-26	\$3,186.50	\$2,805.51	\$381.00	\$0.00	\$149,594.22
71	1-Dec-26	\$3,186.50	\$2,812.52	\$373.99	\$0.00	\$146,781.70
72	1-Jan-27	\$3,186.50	\$2,819.55	\$366.95	\$0.00	\$143,962.15
73	1-Feb-27	\$3,186.50	\$2,826.60	\$359.91	\$0.00	\$141,135.55
74	1-Mar-27	\$3,186.50	\$2,833.67	\$352.84	\$0.00	\$138,301.88
75	1-Apr-27	\$3,186.50	\$2,840.75	\$345.75	\$0.00	\$135,461.13
76	1-May-27	\$3,186.50	\$2,847.85	\$338.65	\$0.00	\$132,613.28
77	1-Jun-27	\$3,186.50	\$2,854.97	\$331.53	\$0.00	\$129,758.31
78	1-Jul-27	\$3,186.50	\$2,862.11	\$324.40	\$0.00	\$126,896.20
79	1-Aug-27	\$3,186.50	\$2,869.26	\$317.24	\$0.00	\$124,026.94
80	1-Sep-27	\$3,186.50	\$2,876.44	\$310.07	\$0.00	\$121,150.50
81	1-Oct-27	\$3,186.50	\$2,883.63	\$302.88	\$0.00	\$118,266.87
82	1-Nov-27	\$3,186.50	\$2,890.84	\$295.67	\$0.00	\$115,376.03
83	1-Dec-27	\$3,186.50	\$2,898.06	\$288.44	\$0.00	\$112,477.97
84	1-Jan-28	\$3,186.50	\$2,905.31	\$281.19	\$0.00	\$109,572.66
85	1-Feb-28	\$3,186.50	\$2,912.57	\$273.93	\$0.00	\$106,660.09
86	1-Mar-28	\$3,186.50	\$2,919.85	\$266.65	\$0.00	\$103,740.24
87	1-Apr-28	\$3,186.50	\$2,927.15	\$259.35	\$0.00	\$100,813.09

88	1-May-28	\$3,186.50	\$2,934.47	\$252.03	\$0.00	\$97,878.62
89	1-Jun-28	\$3,186.50	\$2,941.81	\$244.70	\$0.00	\$94,936.81
90	1-Jul-28	\$3,186.50	\$2,949.16	\$237.34	\$0.00	\$91,987.65
91	1-Aug-28	\$3,186.50	\$2,956.54	\$229.97	\$0.00	\$89,031.11
92	1-Sep-28	\$3,186.50	\$2,963.93	\$222.58	\$0.00	\$86,067.18
93	1-Oct-28	\$3,186.50	\$2,971.34	\$215.17	\$0.00	\$83,095.84
94	1-Nov-28	\$3,186.50	\$2,978.76	\$207.74	\$0.00	\$80,117.08
95	1-Dec-28	\$3,186.50	\$2,986.21	\$200.29	\$0.00	\$77,130.87
96	1-Jan-29	\$3,186.50	\$2,993.68	\$192.83	\$0.00	\$74,137.19
97	1-Feb-29	\$3,186.50	\$3,001.16	\$185.34	\$0.00	\$71,136.03
98	1-Mar-29	\$3,186.50	\$3,008.66	\$177.84	\$0.00	\$68,127.37
99	1-Apr-29	\$3,186.50	\$3,016.19	\$170.32	\$0.00	\$65,111.18
100	1-May-29	\$3,186.50	\$3,023.73	\$162.78	\$0.00	\$62,087.45
101	1-Jun-29	\$3,186.50	\$3,031.29	\$155.22	\$0.00	\$59,056.16
102	1-Jul-29	\$3,186.50	\$3,038.86	\$147.64	\$0.00	\$56,017.30
103	1-Aug-29	\$3,186.50	\$3,046.46	\$140.04	\$0.00	\$52,970.84
104	1-Sep-29	\$3,186.50	\$3,054.08	\$132.43	\$0.00	\$49,916.76
105	1-Oct-29	\$3,186.50	\$3,061.71	\$124.79	\$0.00	\$46,855.05
106	1-Nov-29	\$3,186.50	\$3,069.37	\$117.14	\$0.00	\$43,785.68
107	1-Dec-29	\$3,186.50	\$3,077.04	\$109.46	\$0.00	\$40,708.64
108	1-Jan-30	\$3,186.50	\$3,084.73	\$101.77	\$0.00	\$37,623.91
109	1-Feb-30	\$3,186.50	\$3,092.44	\$94.06	\$0.00	\$34,531.47
110	1-Mar-30	\$3,186.50	\$3,100.18	\$86.33	\$0.00	\$31,431.29
111	1-Apr-30	\$3,186.50	\$3,107.93	\$78.58	\$0.00	\$28,323.36
112	1-May-30	\$3,186.50	\$3,115.70	\$70.81	\$0.00	\$25,207.66
113	1-Jun-30	\$3,186.50	\$3,123.49	\$63.02	\$0.00	\$22,084.17
114	1-Jul-30	\$3,186.50	\$3,131.29	\$55.21	\$0.00	\$18,952.88
115	1-Aug-30	\$3,186.50	\$3,139.12	\$47.38	\$0.00	\$15,813.76
116	1-Sep-30	\$3,186.50	\$3,146.97	\$39.53	\$0.00	\$12,666.79
117	1-Oct-30	\$3,186.50	\$3,154.84	\$31.67	\$0.00	\$9,511.95
118	1-Nov-30	\$3,186.50	\$3,162.72	\$23.78	\$0.00	\$6,349.23
119	1-Dec-30	\$3,186.50	\$3,170.63	\$15.87	\$0.00	\$3,178.60
120	1-Jan-31	\$3,186.50	\$3,178.60	\$7.91	\$0.00	(\$0.00)
Totals		\$382,381	\$330,000	\$52,381	\$0.00	

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the _____ day of _____, 2020, by and between THE RENAISSANCE TOWNE CENTRE MASTER ASSOCIATION, INC., a Utah nonprofit corporation (the “Master Association”), and THE REDEVELOPMENT AGENCY OF BOUNTIFUL CITY, UTAH (the “RDA”), each a “Party” and collectively the “Parties” herein.

Recitals

A. The Renaissance Towne Centre Project in Bountiful City (the “City”), Davis County, Utah, is a mixed-use commercial development, located from the north side of 1500 South Street to the north side of 1800 South Street, and west of Main Street to 200 West Street (the “Project”), developed by Town Center, LLC, a Utah limited liability company and its affiliates (“Developer”).

B. The City has created an Economic Development Project Area (the “Area”) pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C, *et seq.*, Utah Code Annotated, as amended (the “Act”).

C. The Master Association is the duly organized master owner’s association for the Project pursuant to a “Declaration of Covenants, Conditions, Easements and Restrictions For Renaissance Towne Centre (a Commercial Mixed-Use Planned Unit Development)” (the “Master Declaration”), which operates and maintains the “Common Elements” within the Project, including those which are owned by the Master Association, or in which the Master Association and Owners within the Project have rights of use, and which the Master Association operates and manages, such as the existing 484 stall three story parking facility owned by the City (the “Existing Parking Facility”).

D. The RDA is a municipal redevelopment agency organized for the public purpose of facilitating and encouraging economic development within the City, and the redevelopment of property within the City, such as the Project.

E. The RDA and the City have determined that economic development of the Area constitutes the performance of an essential public purpose, which protects and promotes the public health, safety, and welfare.

F. The RDA is willing to provide to the Master Association a loan to facilitate the Master Association’s construction and development of infrastructure improvements at the Project to advance and implement the purposes of the RDA, on the terms and conditions set forth herein.

G. The RDA is authorized to enter into this Agreement with Developer and the Master Association and utilize RDA funds for the purposes set forth herein pursuant to Section 17C-1-202 of the Act.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RDA Loan to Master Association. Upon execution of this Agreement and any necessary loan documents as set forth herein, the RDA agrees to loan the Master Association the sum of \$330,000 (the “RDA Loan”), to fund the completion of certain deferred maintenance, and capital improvements (consisting primarily of security upgrades) to the Existing Parking Facility. The RDA Loan will be evidenced by a “Promissory Note” executed by the Master Association in favor of the RDA, and will be secured by a “Collateral Assignment” of the Master Association’s right under the Master Declaration for the Project to make assessments to operate, maintain, repair, replace and improve the Common Elements within the Project. The RDA Loan will bear interest at 3.0% per annum simple interest on the amount disbursed and unpaid, and will be payable over a ten year term in 120 equal amortizing monthly installments of \$3,186.50. The RDA Loan will be disbursed upon receipt of draw requests from the Master Association with supporting invoices and documentation comparable to those required in a conventional construction loan. The Master Association hereby covenants and agrees as a condition of the RDA Loan that it will continue to operate the Existing Parking Facility in a reasonable and prudent manner, such that it continues to be open to the public during regular business hours, but may be gated in the evening to discourage vandalism and to promote safety and security.

2. Additional Agreements. The Parties anticipate that additional loan documents and other agreements will be necessary, and may be entered into by the Parties at a future date.

3. Amendments. Except as otherwise provided herein, this Agreement may be modified or amended by, and only by, a written instrument duly authorized and executed by the Master Association and the RDA.

4. Governing Law and Interpretation. This Agreement shall be governed by the laws of the State of Utah, and any action pertaining hereto shall be brought in the applicable state court having jurisdiction in Davis County, Utah.

5. Integrated Agreement. The Recitals, and all exhibits, schedules and attachments attached hereto, are incorporated and made an integral part of this Agreement. Except as otherwise provided herein, this Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed. Except as otherwise set forth or anticipated herein, there are no other contracts or agreements, written or verbal, between the parties relating in any way to the subject matter of this Agreement. No party is relying on any verbal or written statements of the other than those expressly set forth in this Agreement.

6. Further Assurances. The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

7. Indemnification. The Master Association shall indemnify, defend and hold the RDA and the City (including their respective officers, directors, agents, employees, contractors, and consultants) harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Master Association (including its officers, directors, agents, employees, contractors, and consultants) in connection with the construction of the infrastructure improvements described in Recital F above, except in each case to the extent arising out of the negligence, willful misconduct, illegal acts, bad faith or breach of this Agreement by the RDA or the City (including their respective officers, directors, agents, employees, contractors, and consultants).

8. Third-Party Beneficiaries. Except for the City which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the RDA, and the Master Association and there are no intended third party beneficiaries.

9. No Liability of Officials or Employees. No director, officer, agent, employee, or consultant of the RDA, Bountiful City, or the Master Association, shall be personally liable to the other Party hereto, or any successor in interest, in the event of any default or breach by the RDA or Master Association or for any amount which may become due to the Master Association or its successors or on any obligations under the terms of this Agreement.

10. No Legal Relationships. The Parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No Party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other Party, nor shall they make any representation to any third party inconsistent with this section 10.

11. Due Authorization. Each Party to this Agreement represents and warrants to the other Parties hereto that execution and delivery of this Agreement by such Party, and the transactions contemplated hereby, have been duly authorized by all necessary company, agency, and/or municipal action, and that this Agreement is binding and enforceable in accordance with its terms.

12. Compliance with City Codes and Regulations. Nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.

[End of Terms – Signature Page Follows]

Executed as of the date first written above.

“Master Association”

“RDA”

Renaissance Towne Centre Master Association, Inc., a Utah nonprofit corporation

The Redevelopment Agency of Bountiful City, Utah

By_
Bruce v. Broadhead
President

By _____
Its: _____

Attest:

By _____
Its: _____

Approved as to Form:

City Attorney

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