

Ordinance 2022-26

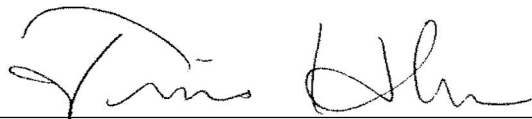
SHORT TITLE:

AN ORDINANCE AMENDING THE ZONE MAP CLASSIFICATION OF APPROXIMATELY 32.6 ACRES OF REAL PROPERTY, GENERALLY LOCATED AT 3701 W CENTER STREET, FROM AGRICULTURAL (A1.10) TO AIRPORT INDUSTRIAL (AI) AND AUTHORIZING A RELATED DEVELOPMENT AGREEMENT. PROVO BAY NEIGHBORHOOD. (PLRZ20210263)

I
PASSAGE BY MUNICIPAL COUNCIL
ROLL CALL

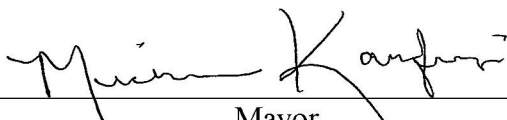
DISTRICT	NAME	FOR	AGAINST	OTHER
CW 1	KATRICE MACKAY	✓		
CW 2	DAVID SHIPLEY	✓		
CD 1	BILL FILLMORE	✓		
CD 2	GEORGE HANDLEY	✓		
CD 3	SHANNON ELLSWORTH	✓		
CD 4	TRAVIS HOBAN	✓		
CD 5	RACHEL WHIPPLE	✓		
TOTALS		7		

This ordinance was passed by the Municipal Council of Provo City, on the 12th day of July 2022, on a roll call vote as described above. Signed this 16th day of August 2022.


Chair

II
APPROVAL BY MAYOR

This ordinance is approved by me this 17th day of August 2022.


Mayor

Ordinance 2022-26

III

CITY RECORDER'S CERTIFICATE AND ATTEST

This ordinance was signed and recorded in the office of the Provo City Recorder on the 17th day of August 2022 and was published on the Utah Public Notice Website on the 27th day of July 2022. I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Ordinance Number 2022-26.



A handwritten signature in cursive script, reading 'Heidi Allman', is written over a horizontal line.

City Recorder

40 applicant and the applicant’s representatives in the Council Meeting of July 26, 2022, an executed
41 copy of which shall be attached hereto as Exhibit C after execution.

42

43 PART II:

44

45 The classification on the Zone Map of Provo, Utah is hereby amended from the
46 Agricultural (A1.10) Zone to the Airport Industrial (AI) Zone for approximately 32.6 acres of real
47 property generally located at 3701 W Center Street, as described herein. The effective date of this
48 zone map change shall be the date of final execution of the development agreement described in
49 Part I.

50

51 PART III:

52

53 A. If a provision of this ordinance conflicts with a provision of a previously adopted
54 ordinance, this ordinance shall prevail.

55

56 B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be
57 severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or
58 invalid, the remainder of the ordinance shall not be affected thereby.

59

60 C. The Municipal Council hereby directs that the official copy of the Zone Map of Provo City,
61 Utah be updated and codified to reflect the provisions enacted by this ordinance.

62

63 D. Except as otherwise stated in Part II, this ordinance shall take effect immediately after it
64 has been posted or published in accordance with Utah Code 10-3-711, presented to the
65 Mayor in accordance with Utah Code 10-3b-204, and recorded in accordance with Utah
66 Code 10-3-713.

67

68 E. Notwithstanding any provision or language to the contrary in this ordinance, if the
69 Development Agreement authorized in Part I has not been fully executed by the necessary
70 parties within one year from the date of the Municipal Council’s approval of this ordinance,
71 the entire ordinance shall expire, becoming null and void as if it had never been approved.
72 Because the zone classification change contemplated in Part II cannot come into effect if
73 the Development Agreement is not executed, neither the applicant nor any successor(s) in
74 interest shall have any vested rights under this ordinance if it expires.

75

76 END OF ORDINANCE.

EXHIBIT A – ZONE MAP

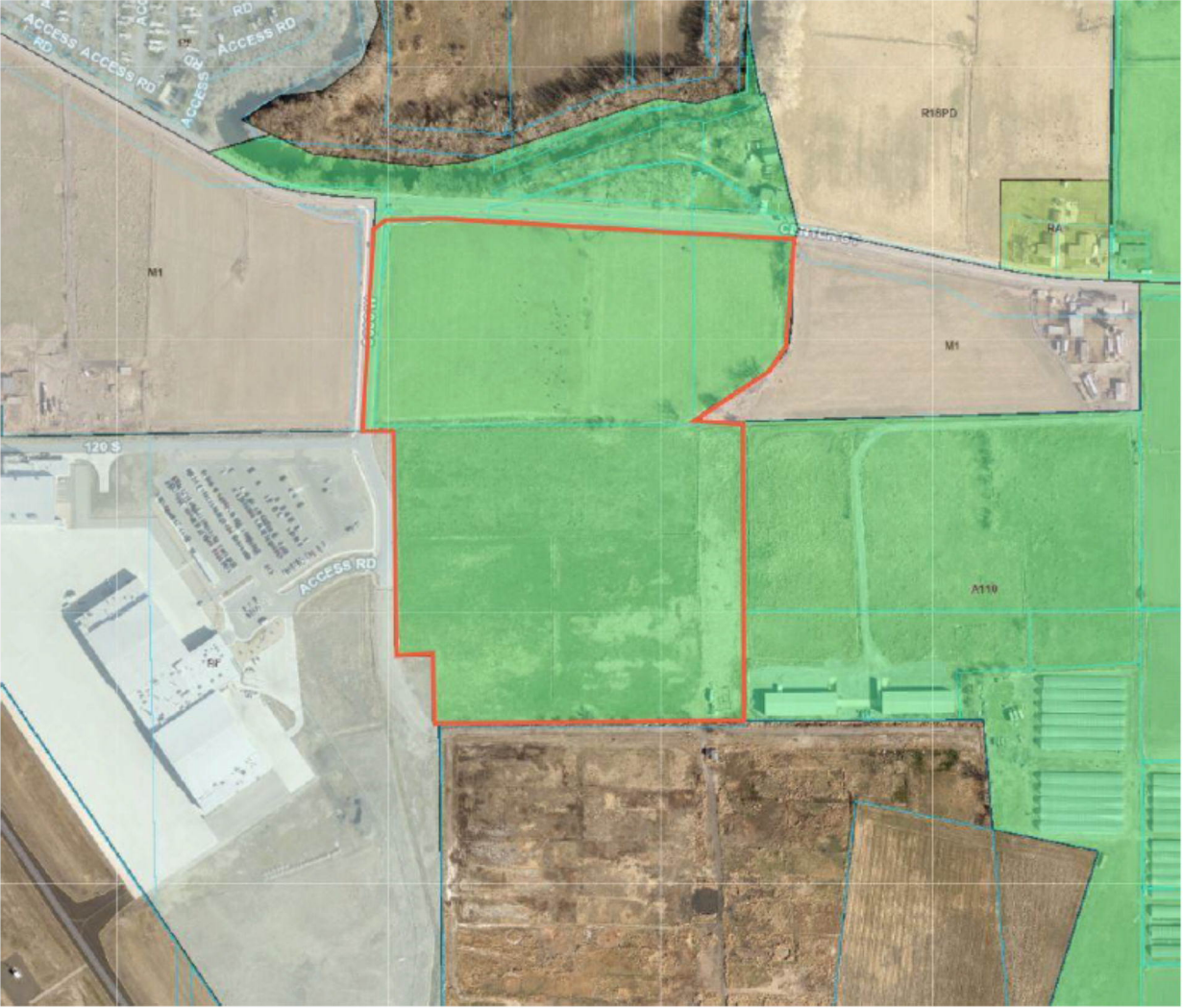


EXHIBIT B –



**DEVELOPMENT AGREEMENT
FOR
Provo Air Park
(3851 West Center Street)**

ENT 45071:2023 PG 1 of 15
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jul 12 12:18 PM FEE 0.00 BY TM
RECORDED FOR PROVO CITY CORPORATION

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 6th day of July, 2023 (the “Effective Date”), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as “City,” and OKOA CAPITAL LLC, a Nevada limited liability company, hereinafter referred to as “Developer.” The City and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

A. Developer is the owner of approximately 32.6 acres of land located within the City of Provo as is more particularly described on EXHIBIT A and depicted on EXHIBIT B, attached hereto and incorporated herein by reference (the “Property”).

B. On July 26, 2022, the City Council approved Ordinance 2022-26, vesting zoning (the “Vesting Ordinance”), based on the Concept Plan set forth on EXHIBIT C (“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. Developer 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 Developer’s proffer to enter into this Agreement to memorialize the intent of Developer 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.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City’s General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

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

I. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

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

AGREEMENT

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

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

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the Airport Industrial (AI) Zone, (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the Concept Plan as permitted by the aforementioned zoning designations for the Property without written consent of the Municipal Council.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the City’s Development Services Department, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way materially change the maximum density, use and intensity of the development of the Project.

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

a. At the time final plat is recorded, Developer agrees to waive all rights associated with the A1 Agricultural Zone and obtain all rights associated with Airport Industrial (AI) Zone.

b. Developer agrees that final plat cannot be recorded until development has all services needed for the development. In the event that the entire development cannot be serviced and only a portion is able to be serviced, Developer may phase the development as long as it has adequate services and meets the City’s requirements.

c. Developer agrees to dedicate street right-of-way and construct street improvements through the Project and along the Project frontage per City regulation and in general compliance with the Concept Plan. Final roadway improvements will be determined during the Project Plan review.

d. Developer agrees to construct a new 12-inch water line through the Project in the 66 foot public road from Center Street to 3800 West and extend a 12-inch sewer line in 3800 West from the existing 12-inch sewer at the intersection of 3800 West and the new 66 foot public right-of-way running east-west through the Project to Center Street. In consideration of this, the Developer will not be required to install a 12-inch water line or install a sewer line along the Project frontage on Center Street as would normally be required. Developer agrees to construct a storm drain line with sufficient capacity to convey flows that currently pass through the existing drainage ditch. It may be determined during Project Plan review and approval that additional utility improvements are required. Developer agrees to construct improvements required at Developer expense.

e. It is not anticipated that the Developer will be entitled to reimbursement for any water mainline extensions per Section 10.02.050 of the Provo City Code based on the Concept Plan attached to this Agreement. The Developer may be eligible for reimbursement for expenses of installing the 12-inch sewer line in 3800 West if property to the west which has frontage on 3800 West develops and connects to this sewerline. Such reimbursement for sewer line installation shall be governed by, and occur only as provided in, Provo City Code Section 10.03.040 and the Consolidated Fee Schedule in place at the time the Developer and City execute a Reimbursement Agreement.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall 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. Release of Development Agreement dated July 13, 2021.

- a. City and Development at Rivers Edge, LLC, a Utah limited liability company previously entered into and executed that certain Development Agreement dated July 13, 2021, recorded with the Utah County Recorder on July 27, 2021, as Document Number 130818:2021 (“Prior Development Agreement”). City hereby desires to release from the terms of the Agreement that certain real property described on EXHIBIT D, attached hereto and made a part hereof (“Released Property”).
- b. From and after the date that this Agreement is executed by the parties and recorded with the Utah County Recorder, the Released Property shall be fully released from the terms and conditions of the Prior Development Agreement described in Subsection 6(a) and shall no longer be bound by, or have any obligations or liability in connection with, the Prior Development Agreement.

7. Vested Rights and Reserved Legislative Powers.
- a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of 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 Developer 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 Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509.
- 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:
1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
 2. 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;
 3. 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, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as

specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

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

b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

8. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

9. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall 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 Developer: Okoa Capital LLC
Attention: Jason Meyer
2290 E 4500 S #260,
Holladay, UT 84117-4492

To the City: City of Provo
Attention: City Attorney
445 W Center Street
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.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a “successor” includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party’s submission of land use applications to the City relating to the Property or the Project.

c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.

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

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

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall 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.

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

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, 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.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. 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 defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

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

- a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Upon any such assignment, Developer shall be released from any future obligations as to those obligations which are assigned.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 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 Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee shall 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 Developer sells or conveys parcels of land within the Property, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

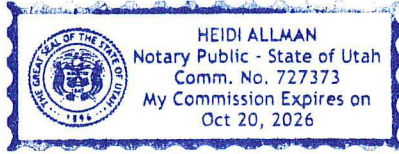
13. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall 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 shall continue in full force and effect.

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

16. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.



ATTEST:

By: Heidi Allman
City Recorder

CITY:

CITY OF PROVO

By: Michelle Kaufusi CAO
Mayor Michelle Kaufusi

on July 12, 2023, Wayne
parker appeared before
me and signed for
Mayor Kaufusi as
chief Administrative officer.



Heidi Allman

DEVELOPER:

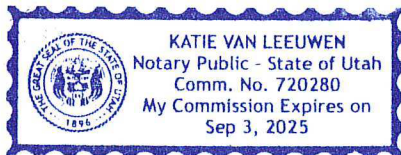
Okoa Capital, LLC,

a Utah limited liability company

By: Jason Meyer
Jason Meyer

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

On the 6 day of July, 2023, personally appeared before me Jason Meyer, who being by me duly sworn, did say that he is the Manager of Okoa Capital, LLC, a Nevada limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



Katie Van Leeuwen
Notary Public
Residing at: Chase Bank

Exhibit A**Description of the Property**

A parcel of land located in the South Half of Section 4 and the North Half of Section 9, Township 7 South, Range 2 East, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 1079.24 feet N. 00°12'19" W. along the Section line and 2171.31 feet West from the Southeast Corner of said Section 4; thence S. 06°25'09" W. 68.35 feet; thence S. 03°46'45" W. 40.61 feet; thence S. 00°42'29" E. 105.38 feet; thence S. 05°47'01" W. 72.41 feet; thence S. 18°24'05" W. 31.72 feet; thence S. 42°16'29" W. 67.13 feet; thence S. 56°42'02" W. 230.44 feet; thence S. 08°12'57" W. 19.04 feet; thence N. 88°35'48" E. 118.23 feet; thence S. 00°17'30" E. 838.87 feet; thence S. 89°53'48" W. 875.40 feet; thence N. 00°09'24" W. 186.99 feet; thence N. 89°19'50" W. 105.53 feet; thence N. 00°11'31" W. 631.21 feet; thence N. 89°30'02" W. 59.20 feet; thence N. 02°54'02" E. 416.84 feet; thence N. 07°50'45" E. 162.39 feet; thence N. 55°29'36" E. 11.52 feet; thence S. 85°51'59" E. 66.55 feet; thence N. 76°42'56" E. 118.33 feet; thence S. 85°43'18" E. 816.75 feet to a point of non-tangency with a 1467.00 – foot radius curve to the right, concave southerly (Radius point bears S. 04°07'12" W.); thence Easterly 139.37 feet along the arc of said curve, through a central angle of 05°26'36" (Chord bears S. 83°09'30" E. 139.32 feet) to the **Point of Beginning**.

The above-described parcel of land contains 1,419,759 sq. ft or 32.593 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: N. 00°12'19" W. along the Section line between the Southeast Corner and the East Quarter Corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian.

Exhibit B

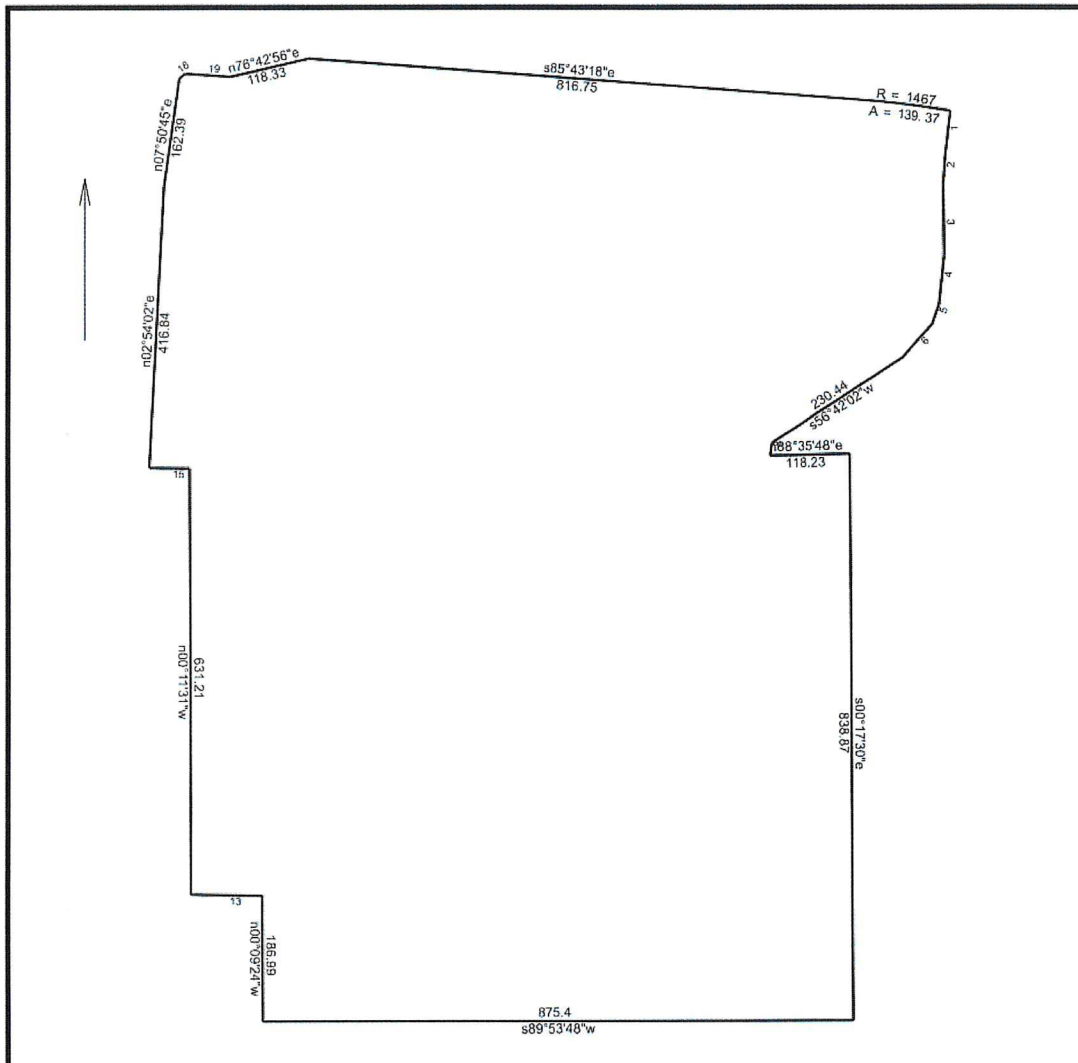


EXHIBIT B - Zoning Description Development Area		8/11/2022
Scale: 1 inch= 200 feet	File:	
Tract 1: 32.5955 Acres, Closure: n21.0515w 0.02 ft. (1/318561), Perimeter=5182 ft.		
01 s06.2509w 68.35	15 n89.3002w 59.2	
02 s03.4645w 40.61	16 n02.5402e 416.84	
03 s00.4229e 105.38	17 n07.5045e 162.39	
04 s05.4701w 72.41	18 n55.2936e 11.52	
05 s18.2405w 31.72	19 s85.5159e 66.55	
06 s42.1629w 67.13	20 n76.4256e 118.33	
07 s56.4202w 230.44	21 s85.4318e 816.75	
08 s08.1257w 19.04	22 Rt, r=1467.00, delta=005.2636, arc=139.37, chord=s83.0930e 139.32	
09 n88.3548e 118.23		
10 s00.1730e 838.87		
11 s89.5348w 875.4		
12 n00.0924w 186.99		
13 n89.1950w 105.53		
14 n00.1131w 631.21		

Exhibit C Concept Plan

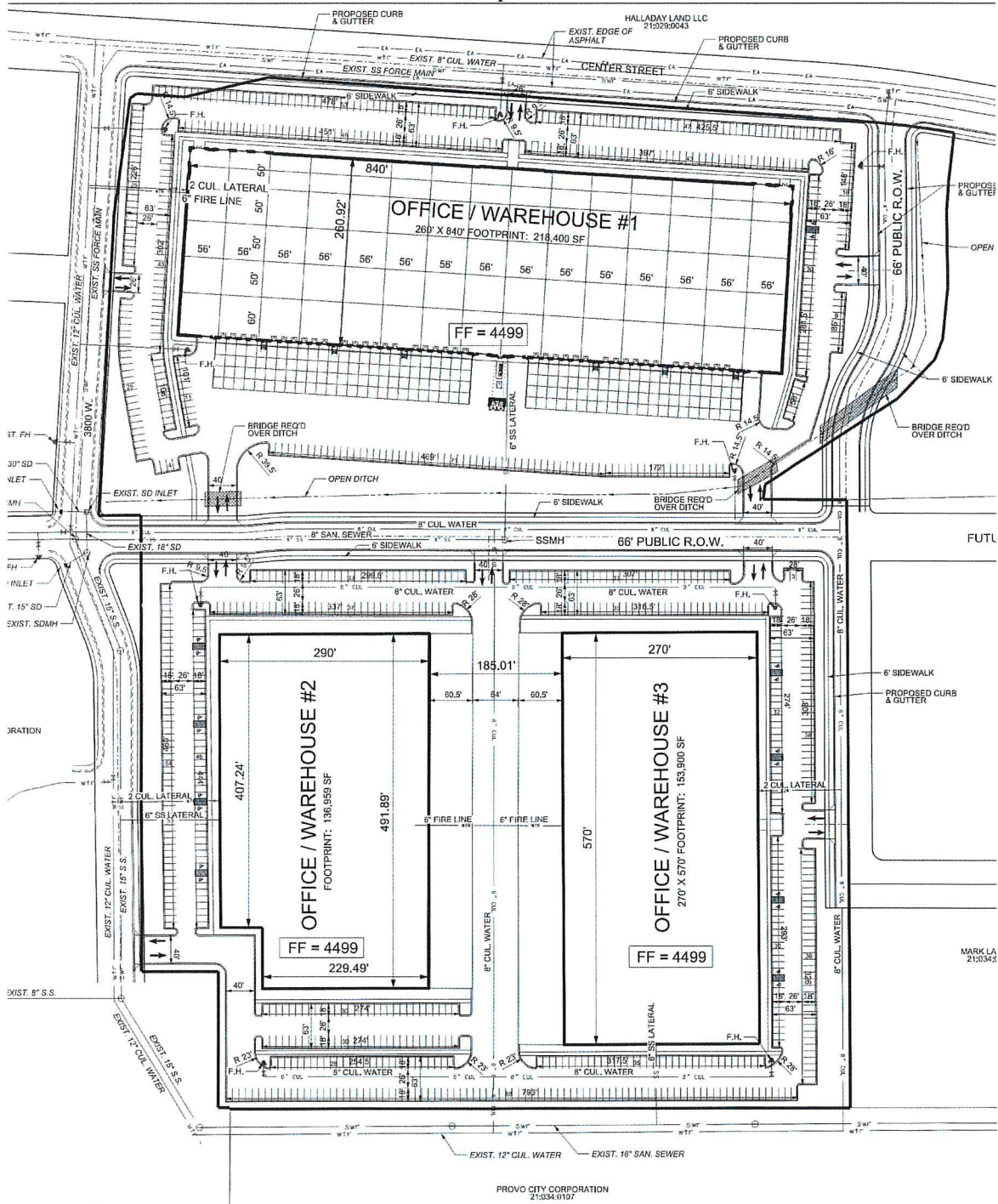


EXHIBIT D

LEGAL DESCRIPTION OF THE RELEASED PROPERTY

The Land is described as follows: Real property in the County of Utah, State of UT, described as follows:

A parcel of land located in the South Half of Section 4 and the North Half of Section 9, Township 7 South, Range 2 East, Salt Lake Base and Meridian and is described as follows:

Beginning at a fence corner having a power pole as a fence corner post marking the beginning of a Boundary Line Agreement recorded October 13, 2022 as Entry No. 109529:2022 and shown on that Record of Survey filed as 22-442 in the Office of the Utah County Surveyor, which is 1079.24 feet N. 00°12'19" W. along the Section line and 2171.31 feet West from the Southeast Corner of said Section 4; thence along said existing fence and Boundary Line Agreement the following nine (9) courses: 1) S. 06°25'09" W. 68.35 feet; 2) S. 03°46'45" W. 40.61 feet; 3) S. 00°42'29" E. 105.38 feet; 4) S. 05°47'01" W. 72.41 feet; 5) S. 18°24'05" W. 31.72 feet; 6) S. 42°16'29" W. 67.13 feet; 7) S. 56°42'02" W. 230.44 feet; 8) S. 08°12'57" W. 19.04 feet; 9) N. 88°35'48" E. 118.23 feet to an existing rebar and cap stamped "LS147089" marking the northwesterly corner of "Parcel 1" of that Boundary Line Agreement recorded October 30, 2019 as Entry No. 112773:2019 in the Office of said Recorder and shown on that Fence Line Survey filed as 19-209 in the Office of said Surveyor; thence S. 00°17'30" E. 838.87 feet along said existing fence and Boundary Line Agreement and extension thereof to an existing rebar and wire fence corner marking the beginning of a Boundary Line Agreement recorded August 31, 2022 as Entry No. 96245:2022 in the Office of said Recorder and shown on that Record of Survey filed as 22-403 in the Office of said Surveyor; thence S. 89°53'48" W. 875.40 feet along said existing wire fence and Boundary Line Agreement to an existing fence corner marking the interior corner of that Boundary Line Agreement recorded October 16, 2007 as Entry No. 148900:2007 in the Office of said Recorder and shown on that Record of Survey filed as 09-122 in the Office of said Surveyor; thence along said Boundary Line Agreement and existing fence the following four (4) courses: 1) N. 00°09'24" W. 186.99 feet; 2) N. 89°19'50" W. 105.53 feet; 3) N. 00°11'31" W. 631.21 feet to a rebar and cap stamped "Oak Hills Surveying LS 317443"; 4) N. 89°30'02" W. 59.20 feet to the easterly right of way line of Duncan Drive; thence N. 02°54'02" E. 416.84 feet along said easterly right-of-way line of Duncan Drive to a southerly corner of that parcel of land described in that Warranty Deed recorded April 9, 2009 as Entry No. 37634:2009 in the Office of said Recorder; thence along said parcel the following four (4) course: 1) N. 07°50'45" E. 162.39 feet; 2) N. 55°29'36" E. 11.52 feet; 3) S. 85°51'59" E. 66.55 feet; 4) N. 76°42'56" E. 118.33 feet and extension thereof to a southerly right-of-way line of Center Street; thence along said southerly right-of-way line the following two (2) courses: 1) S. 85°43'18" E. 816.75 feet to a point of non-tangency with a 1467.00 – foot radius curve to the right, concave southerly (Radius point bears S. 04°07'12" W.); 2) Easterly 139.37 feet along the arc of said curve, through a central angle of

05°26'36" (Chord bears S. 83°09'30" E. 139.32 feet) to and along a parcel of land described in that Quit Claim Deed recorded January 25, 1982 as Entry No. 1960 in the Office of said Recorder and the Point of Beginning.

The above-described parcel of land contains 1,419,857 sq ft in area or 32.595 acres more or less.