

Certificate of Completion 323/621-622

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DONNA S. MCKENBICK
TOOELE COUNTY RECORDER

ENV PT AB Sub 3

AGREEMENT FOR THE SALE AND DEVELOPMENT OF ~~DEED~~ ^{DEED} ~~LAND~~ ^{CP} ~~FEE-S~~
BETWEEN THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, AND
SITADEL LEASING CORPORATION

AN AGREEMENT made this 7th day of MARCH, 1990, between the Redevelopment Agency of Tooele City, Utah, a public entity organized under the laws of the state of Utah and having its office at 90 North Main Street, Tooele, Utah, 84074, hereinafter referred to as the "Agency," and Sitadel Leasing Corporation, a Utah Corporation having its office at P.O. Box 147, Tooele, Utah, 84074, hereinafter referred to as "Developer."

RECITALS

WHEREAS, in furtherance of the objectives of, and pursuant to the Utah Neighborhood Development Act, the Agency is encouraging a project for the clearance and redevelopment of a blighted area in Tooele City, Utah, which project is known as the "Tooele City Airport Redevelopment Project No. 2, Area No. 1," dated January 25, 1988, hereafter referred to as the "Plan" and attached hereto as Exhibit "A"; and,

WHEREAS, the Tooele City Council adopted the Plan by Ordinance No. 88-10; and,

WHEREAS, to assist in developing Project No. 2, Area No. 1, the Agency agrees to participate in the development of the project area according to this Agreement; and,

WHEREAS, the Agency is the owner of certain real property located within Project No. 2, Area No. 1, which site is particularly described in Exhibit "B"; and,

WHEREAS, Developer agrees to construct on such site the improvements described in Exhibit "C" according to the terms of this Agreement;

NOW, THEREFORE, for the reasons set forth above and in consideration of the premises and the mutual obligations set forth in this Agreement, the parties agree as follows:

SECTION I

DEFINITIONS

As used in this Agreement, "site" means the site described in Exhibit "B", and "improvements" means the improvements indicated in the plans and specifications approved by the Agency and shown in Exhibit "C".

SECTION II

AGENCY'S PARTICIPATION

Subject to all the terms, covenants and conditions of this Agreement:

(1) The Agency shall sell and convey the site to Developer at no cost for the purpose of Developer constructing upon the site the improvements.

(2) The Agency shall obtain and furnish to Developer a Commitment for Title Insurance issued by a title insurance company acceptable to Developer. The Commitment shall pertain to the site and the "standard exceptions" shall be deleted as of closing. The Commitment for Title Insurance shall be in an amount equivalent to the appraised value of the land and shall show marketable title vested in the Agency subject only to such exceptions as Developer shall approve and agree to take subject to. Developer shall be allowed ten (10) days after receipt of the Commitment to review and make any objections thereto. Any objections shall be made in writing or they shall be deemed to have been waived. If any objections to the Commitment for Title Insurance are made, the Agency shall be allowed sixty (60) days in which to make the title marketable. If the title is not made marketable or the objections thereto are not waived within the sixty (60) days after the date on which Developer gives written objection, then Developer may, at its option, terminate this Agreement and neither party shall have any further obligation hereunder. Developer shall be responsible for the premium for the Owner's Title Insurance policy.

(3) The Agency shall provide a boundary line survey and monumentation of the lot together with an elevation benchmark at the approximate northeast corner of the building to allow Developer's builder to locate the building properly. Developer shall be deemed to have waived its right to terminate based upon the matters shown in the survey unless Developer sends written notice of objections to the Agency within ten (10) days after delivery of the survey to Developer.

(4) The Agency shall convey title to the site to Developer by Special Warranty Deed, which is attached hereto as Exhibit "D". Closing of this transaction shall take place on or before

April 1, 1990.

SECTION III

TAXES AND ASSESSMENTS

Ad valorem taxes, if any, on the site and taxes upon this Agreement or any rights thereunder, levied, assessed, or imposed for any period commencing prior to recordation of the Special Warranty Deed shall be borne by the Agency. All ad valorem taxes levied or imposed for any period commencing after recordation of the Special Warranty Deed shall be paid by Developer.

SECTION IV

DEVELOPER'S PARTICIPATION

Subject to all the terms, covenants, and conditions of this Agreement, Developer shall:

(1) prepare the site and construct the improvements following conveyance of the site and without expense to the Agency.

(2) pay all fees relating to the issuance of the building permit.

(3) construct all improvements in strict compliance with the Agency-approved construction documents, and also in compliance with the protective covenants shown in Exhibit "E", and all other applicable local, state, and federal laws and regulations.

(4) proceed to clean the business location at 270 Maple, Tooele, Utah, within thirty (30) days after vacating such site. Clean up shall include the removal of any and all debris including pipe, abandoned vehicles and machinery, underground tanks, weeds and any other unsightly objects. Demolition of buildings is not required. Completion of the clean up shall occur within ninety (90) days after such location has been vacated.

SECTION V

PLANS AND SPECIFICATIONS

(1) Developer shall prepare and submit to the Agency for approval in writing the final site plans and construction drawings for improvements to be constructed on the site. Developer shall redevelop such site for industrial use in accordance with the Plan and the plans and specifications submitted to the Agency and attached in Exhibit "C". All modifications and changes to the approved plans, which increase or decrease the cost of the improvements by five thousand dollars (\$5,000.00) or more, shall be submitted in writing to the Agency for approval prior to the modification becoming effective.

(2) Developer represents that the plans and specifications for redeveloping the site conform with the Plan, the protective covenants contained in Exhibit "E", and all applicable state and local laws and regulations.

SECTION VI

TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

(1) Generally. Developer agrees to promptly begin and diligently prosecute to completion redevelopment of the site through construction of the improvements thereon. Construction

shall be completed no later than December 31, 1990, unless extended by the Agency.

(2) Certificate of Completion - Issuance. Promptly after completion of the improvements and upon the issuance of the certificate of occupancy by the Tooele City building department, the Agency will furnish Developer with a certificate of completion. The certificate of completion shall be, and shall be so provided in the Special Warranty Deed and in the certificate itself, a conclusive determination of satisfaction and termination of the agreements and covenants of this Agreement and of the Special Warranty Deed with respect to the obligations of Developer, its successors and assigns to construct the improvements. The certificate of completion shall be in such form as to enable it to be recorded by the Tooele County Recorder.

(3) Certificate of Completion - Nonissuance Reasons. If the Agency refuses or fails to provide a certificate of completion, the Agency shall within ten (10) days after written request by Developer provide Developer with a written statement detailing the areas in which Developer has failed to complete the improvements according to this Agreement, or the areas where Developer is otherwise in default and what measures or acts will be necessary in the opinion of the Agency for Developer to take or perform in order to obtain the certificate of completion. The Agency agrees to issue upon request of Developer a partial certificate of completion when the building shell is entirely completed and improvements are ready for occupancy in the event that the tenant who will occupy the property or a part thereof is responsible for the tenant improvements and furnishings.

(4) Arbitration. In the event the Agency shall refuse or fail to issue any certificate described in this section and Developer deems such refusal or failure unjustified, Developer shall notify the Agency in writing of its intent to submit the matter to arbitration. Within ten (10) days of Developer's notification of its intent to arbitrate, each party to the Agreement shall designate one arbitrator. The two arbitrators shall designate a third arbitrator. The matter shall be submitted to arbitration before the three arbitrators within thirty (30) days of the selection of the third arbitrator. A majority of the three arbitrators shall be conclusive and binding upon the parties without appeal or further recourse therefrom. All time limitations not expired at the date of notification of intent to arbitrate shall be tolled from the date of notice until the date a decision is rendered by the arbitrators. The arbitrators shall have authority only to mandate the Agency's issuance of a certificate of completion or to enumerate measures or acts necessary for Developer to take or perform in order to obtain the certificate.

SECTION VII

LIMITATION ON ENCUMBRANCE OF PROPERTY

Prior to completing the improvements, neither Developer nor any successor in interest or assignee shall engage in any financing or other transaction creating any mortgage or other incumbrance or lien on the site, whether by express agreement or operation of law. Such entities shall not suffer any encumbrances or lien to be made on or attached to the site except for the purpose of obtaining funds only to the extent necessary for making the improvements on the site.

SECTION VIII

ENFORCED DELAY IN PERFORMANCE

Neither the Agency, Developer, nor any successor in interest shall be considered in breach or default of its obligations with respect to preparation of the site for redevelopment or commencement and completion of construction of the improvements in the event of an enforced delay in the performance of such obligations due to unforeseeable causes beyond the parties' control and without fail or negligence. The time for the performance of the obligations described in this Agreement shall be extended for the period of the enforced delay, as determined by the Agency, if the party seeking the extension shall request it in writing of the other party within thirty (30) days after the beginning of the enforced delay.

SECTION IX

RESTRICTIONS AND COVENANTS

(1) Covenants and Restrictions. Developer covenants and agrees for itself, its successors and assigns to or of the site or any part thereof, and the Special Warranty Deed shall contain such covenants on the part of the Developer for itself, such successors and assigns, as follows:

(a) Developer, its successors and assigns shall devote the site only to and in accordance with the use specified in the Plan and this Agreement, but never without the prior written consent of the Agency for uses other than those specified in this Agreement, which are the only uses permitted.

(b) Developer, its successors and assigns shall pay the real estate taxes or assessments on the site or any part thereof when due and shall not place thereon any encumbrance or lien other than for temporary and permanent financing of construction of the improvements on the site.

(c) Developer, its successors and assigns shall commence promptly the construction of the improvements in accordance with the construction plans and shall prosecute diligently the construction of the improvements to completion.

(d) Developer, its successors and assigns shall have no power to convey the site or any part thereof without the prior written consent of the Agency except to a mortgagee or trustee under a mortgage or deed of trust permitted by this Agreement, and except as security for obtaining financing permitted by this Agreement.

(e) Developer, its successors and assigns shall not discriminate against or segregate any person or group of persons on the basis of race, creed, color, sex, or national origin in the sale, lease, rental, sub-lease, transfer, use, occupancy, tenure, or enjoyment of the site or any improvements erected or to be erected thereon.

(f) Developer, its successors and assigns shall not have the power to build any structure within the following area and agrees that such area shall remain a greenbelt area:

Beginning at a point located South 0° 07' 51" East 59.00 feet and southeast 150.00 feet along a curve to the left with a radius of 1050.00 feet and a delta angle of 8° 11' 05" from the Northeast Corner of Lot 1 of Tooele City Commercial Park Phase I Subdivision as recorded in the Tooele County Recorder's Office, State of Utah, and running thence Southeast 192.65 feet along a curve to the left with a radius of 1050.00 feet and a delta angle of 10° 30' 44"; thence Southwest 37.99 feet along a curve to the right with a radius of 25.00 feet and a delta angle of 87° 04' 03"; thence South 68° 14' 22" West 84.00 feet; thence North 22° 24' 44" West 269.44 feet; thence North 89° 52' 09" East 150.00 feet to the point of beginning. Contains 0.72 acres more or less.

(2) Duration of Covenants.

(a) It is intended and agreed and the Special Warranty Deed shall expressly provide that the agreements and covenants provided in this section shall be covenants running with the land and shall be enforceable by the Agency.

(b) The covenant and agreement contained in Covenant (1)(a) shall remain in effect until March 18, 2013, which is twenty-five (25) years from the date of adoption of the Plan by the City Council of Tooele.

(c) Covenants (1)(b), (c) and (d) shall terminate on the date the Agency issues the certificate of completion, except that the termination of Covenant (1)(b) shall in no way be construed to release Developer, its successors and assigns from its obligation to pay real estate taxes or assessments on the site conveyed or any part thereof.

(d) Covenants (1)(e) and (1)(f) shall remain in effect without any limitation as to time.

SECTION X

PROHIBITION AGAINST TRANSFER OF PROPERTY

It is understood that title to and ownership of the property shall be held in the name of Developer. Developer shall not sell or transfer any portion of the development prior to the completion of the improvements, as evidenced by receipt of the certificate of completion, without prior written consent of the Agency, which consent shall not be unreasonably withheld.

SECTION XI

REMEDIES

(1) In General, for Agency and Developer. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by either party or any successor or assignee, such party, successor or assignee shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and in any event within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance by the party in default or breach of its obligations.

(2) Additional Remedies of Agency Prior to Conveyance. If prior to conveyance of the site to Developer, Developer or any successor in interest assigns or attempts to assign this Agreement or any rights therein or in the site, or there is any change in the ownership of Developer or the identity of the parties in control of Developer or the degree thereof, or Developer fails to submit satisfactory construction documents or evidence of all necessary permits for the timely commencement of construction of the improvements, each in satisfactory form and in the manner and by the times provided in this Agreement, and in the event any violation of this Agreement shall not be cured within thirty (30) days after written demand by the Agency, then this Agreement and any rights of Developer or any successor or assignee in this Agreement or arising therefrom with respect to the Agency or the site may, at the option of the Agency, be terminated. In such case, neither Developer, its successor, nor its assignee shall have any further rights under this Agreement.

(3) Additional Remedies of Agency After Site Conveyance.
 (a) After conveyance of the site to Developer and prior to completion of the improvements as evidenced by the issuance of the certificate of completion, if any of the following acts occur, the remedies provided in Subsection (3)(b) may be applied:

(i) if Developer or a successor in interest defaults in or violates its obligations with respect to the construction of the improvements, or abandons or substantially suspends construction work, and any such default or violation, abandonment, or suspension is not cured, ended or remedied within two (2) months;

(ii) if Developer or a successor in interest fails to pay real estate taxes or assessments on the site or any part thereof when due, or places on the site any encumbrance or lien unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialmen's or mechanics' lien placed thereon, or fails to have an encumbrance or lien removed or discharged, or fails to make provisions satisfactory to the Agency on such payment, removal or discharge within thirty (30) after written demand by the Agency, unless upon written notice from Developer to the Agency that an unauthorized lien is disputed in good faith;

(iii) if there is, in violation of this Agreement, any transfer of the site or any part thereof, or any change in the ownership of Developer or with respect to the identity of the parties in control of Developer or the degree thereof, and such violation is not be cured within thirty (30) days after written demand by the Agency.

(b) If Developer commits any violation identified in Subsection (3)(a), the Agency shall have the right to re-enter and take possession of the site and to terminate and re-vest in the Agency the estate conveyed by the Special Warranty Deed to Developer. It is the intent of this subsection together with the other provisions of this Agreement that the conveyance of the site to Developer shall be made upon, and that the Special Warranty Deed shall contain, a condition subsequent stating that in the event of any default, failure, violation, or other inaction by Developer specified in Subsection (3) and failure by Developer to remedy, end or abrogate such default, failure, violation, or other action or inaction within the period and in the manner stated in Subsection (3), the Agency may declare a termination in favor of the Agency of the title and of all the rights and interest in the site and that such title, rights and interest shall revert to the Agency. The condition subsequent and any re-vesting of title as a result thereof in the Agency shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

(i) the lien of any mortgage authorized by this Agreement, and

(ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

(4) Revesting Title, Other Remedies. The Agency shall have the right to institute such actions as it deems desirable for effectuating the purposes of re-vesting title. Included shall be the right to execute and record or file with the Tooele County Recorder a written declaration of the termination of all right and title in the site held by Developer, its successors in interest and assigns, and the re-vesting of title thereto in the

Agency, except such individual parts or parcels sold and subject to mortgage liens and leasehold interests. Any delay by the Agency in instituting or prosecuting any such action or otherwise asserting its rights under this section shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way. It is the intent of this subsection that the Agency should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this subsection because of the concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved. No waiver in fact made by the Agency with respect to any specific default by Developer shall be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by Developer under this subsection or with respect to the particular default to the extent specifically waived.

(5) Revesting Title, Resale or Disposition of Proceeds.

In the event that title to the site or a part thereof reverts in the Agency, the Agency shall, pursuant to the Utah Neighborhood Development Law, use its best efforts to resell the site or the part thereof, subject to any mortgage liens and leasehold interests, as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law, the Plan, and this Agreement, to a qualified and responsible party, as determined by the Agency, who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified in the Plan as amended from time to time and this Agreement.

(6) Termination of Remedies. All remedies outlined in this section shall terminate upon recording the certificate of completion.

SECTION XII

CONFLICT OF INTEREST;
AGENCY'S REPRESENTATIVE NOT INDIVIDUALLY LIABLE

(1) No member, official, or employee of the Agency shall have any personal interest, either direct or indirect, in this Agreement, neither shall such member, official, or employee participate in any decision relating to this Agreement that affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

(2) No member, official or employee of the Agency or Tooele City shall be personally liable to Developer, any successor in interest or assignee in the event of any default or breach by the Agency or for any amount that may become due to Developer, its successor or assignee, or any obligation under the terms of this Agreement.

Exhibit A

PRELIMINARY PLAN

TOOELE CITY AIRPORT.

REDEVELOPMENT PROJECT NO. 2

AREA NO. 1

Date: January 25, 1988

REDEVELOPMENT PLAN

I. INTRODUCTION

The Redevelopment Plan for the Tooele City Airport Project, Project No. 2, Area No. 1, has been prepared in accordance with the Utah Neighborhood Development Act, as amended. The preceding section of this report summarized a survey that was undertaken within the project area to determine the existence of physical, environmental, and economic conditions which are detrimental to sound planning and reuse of the property. The survey concluded that the area is characterized by conditions that require replanning in the interest of the general welfare of the community, and the redevelopment is therefore necessary and feasible.

II. PROJECT AREA BOUNDARIES

Beginning 417.45 feet South of the center of Section 29, T3S, R4W, thence South 822.14 feet; thence West 3,025.16 feet, thence North 12 degrees 25.8', East 1,691.26 feet along the Union Pacific Railroad west right of way, thence Northeast 2,800 feet more or less along the curve of the Union Pacific Railroad right of way to the centerline of SR 112; thence Easterly 850 feet more or less along the centerline of SR 112 to the extension of the East right of way of Eleventh West; thence South 1,360 feet to the Centerline of Vine Street; thence East 692 feet more or less; thence South 594 feet more or less; thence East 207.46 feet; thence East 417.45 feet to the point of beginning. The site contains 100 acres of Tooele City property and 46.74 acres of private property.

III. PURPOSE OF THE PLAN

The purpose of this plan is to develop a guide to coordinate public and private sector revitalization activities within the project area.

The proposed outline of public and private policies strategies is to encourage the realization of the area's potential as a commercial, office and industrial center. The Redevelopment Plan is designed as a working tool for the various interests involved in the revitalization of the area as follows:

1. To enable the Redevelopment Agency and the community as a whole to evaluate the progress and impact of its strategies and improvements and to determine the appropriateness of proposed private development.
2. To act as a marketing tool for the area in attracting compatible and diversified business. The Redevelopment Plan represents a commitment by the City to add to the

area's stability and growth potential.

3. The Plan should aid prospective developers and business in obtaining capital from financial institutions because it outlines strategies and improvements in a concerted manner that enhances the economic vitality of the area.
4. The Redevelopment Plan should expedite the redevelopment process and make prospective businesses aware of the constraints and opportunities available to them in the early stages of planning to ensure integrated, compatible development.

The basis of the Redevelopment Plan is a partnership between the Redevelopment Agency, City and property owners. The results of the redevelopment efforts will depend on the success of the partnership. The rewards could be great in terms of an improved economic climate, by an increase in property tax and sales revenue. The project will also mean a increase in the job market.

IV. PROJECT GOAL

The primary goal for the Tooele City Airport Project, Project No. 2, Area No. 1, is to encourage new development within an area which is currently underutilized and is not presently meeting its economic potential.

V. STATEMENT OF DEVELOPMENT OBJECTIVES

The following statements shall serve as the primary objectives for the elimination and prevention of the spread of blight within the redevelopment project area.

1. Removal of structurally substandard buildings to permit the return of the project area land to economic use and new development.
2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by improved public utilities.
3. Promote and attract private investment, thereby improving the city's economic base and increase employment opportunities.
4. Achievement of an environment reflecting a high level of concern for architectural, landscaping, and urban design principles, developed through encouragement, guidance, appropriate controls and professional assistance to owner participants and developers.

5. Provide new utilities, streets, curb and gutter, parking areas, planting, and/or street lighting to attract business and industrial development.
6. Provide employment opportunity for the strengthening of the tax base and economic health of the entire community.
7. Insure compatible relationships among land uses and quality standards for their development, such that the area functions as a planned and unified center for social, recreational and economic activity for Tooele City.
8. The elimination of environmental deficiencies, including improper drainage, weeds and excessive vegetation, overcrowding of the land and underutilized land.

VI. CONCEPTUAL REDEVELOPMENT PLAN

A. General Land Use

The area encompassed within the redevelopment project area contains approximately 147 acres. Approximately 100 acres of this property is public land owned by the City of Tooele. The private land consists of residential homes, and a storage of surplus army and construction equipment.

A portion of this project area consists of buildings and facilities utilized as the Tooele City Airport.

The property is zoned "manufacturing" under the current Tooele City Zoning regulations. It is proposed that the City and Planning Commission consider changing the zoning to a planned district zone. This zone will permit maximum flexibility and diversification in the relationships of various uses contained within the site. The objectives to be accomplished by this zoning change include:

1. To encourage and provide a means for effectuating desirable development through the use of variations in sites, mixed land uses, and/or varied dwelling or other buildings.
2. To preserve the surrounding residential areas by adoption of a general development plan showing proper orientation, desirable design character, and compatible land uses.

3. To provide for the orderly pre-planning and long-term development for a variety of uses or large tracts of land which are under unified ownership or development control, so as to ensure that the entire tract will provide an environment of stable and desirable character.
4. To enable the adoption of measures providing for development of the surrounding area in character compatible with the planned district.

B. Planning Criteria

Incorporated and adopted as part of this redevelopment plan is a Master Plan which has been prepared to assist with the development of this project area. This is attached as Exhibit "A".

In addition to the other requirements, such as site plan, meeting general and specific development objectives, potential developers and business must agree to the covenants adopted for the control of development within the project area. These covenants are attached as Exhibit "B".

In order to provide potential developers maximum flexibility in the type of development and to encourage and obtain the highest quality development and design, specific development controls for the district identified above are not set forth herein. Each proposed development use will be considered as a planned unit development and subject to: appropriate elements of this redevelopment master plan to determine conformity; the city zoning ordinance; other applicable building codes and ordinances of the city; or adoption by subsequent conditions and regulations by the Redevelopment Agency of Tooele. All development proposals shall be accompanied by site plans, development data and other appropriate material that clearly describes the type of use, extent of development proposed including land coverage, set backs, heights and bulk proposed, off-street parking and loading to be provided, and any other data determined necessary or requested by the Redevelopment Agency of Tooele City. The disposition of land for any of the reuses described under this Section shall be made on the basis of the specific redevelopment proposal determined to be the most appropriate and in conformance with the objectives previously identified. The following uses, together with accessory support services, shall be permitted in the project area:

1. Planned Multi-Use District

It is the purpose and intent of this district to provide a method by which the Agency may achieve innovative and appropriate development within the project area. Land uses may include a mixture of commercial, offices, recreational and industrial. It is the intent of the Tooele City Redevelopment Agency to cause excellence in site planning and urban design, and efficient use of land in accordance with the overall guidelines of the Redevelopment Plan.

2. Commercial (limited)

The district is intended to provide for a limited commercial uses. The limited commercial services will be those that provide services for both the residents which surround the area, and for those who will be working within the project area. These uses include, but are not limited to, convenience and service business, financial, restaurants, fast food establishments, automobile services, and governmental facilities.

3. Industrial

The purpose of this section is to provide Tooele City the opportunity to achieve planned industrial development. The master plan for the project area designates the area for light and medium industrial development.

Permitted uses in the project area may be engaged in research activities, including laboratories and facilities, and related compatible light manufacturing including the following list of examples:

- a. Pharmaceutical
- b. Medical and Dental
- c. Chemical
- d. Bio-chemical
- e. Photography
- f. X-Ray

Other types of permitted uses may include, but are not limited to manufacturing, research, assembly, testing, and repair of components, devices, equipment and systems such as the following list of examples.

- a. Communication, transmission, and reception equipment
- b. Graphics, art equipment
- c. Data processing equipment and supplies
- d. Printing and publishing
- e. Computer equipment and software

General manufacturing activities, activities related to contractor and construction industries, service industries and industrial support activities will be permitted in the project area. These activities shall be confined within a building and will not contribute excessive noise, dust, smoke, or vibration to the surrounding environment nor contain a high hazard potential due to the nature of the products, material, or process involved.

Minor ancillary activities associated with the above permitted uses may be located outside a structure provided that screening or buffering is made a part of the development.

In addition to the above, the following uses will be permitted:

- a. Industries engaged in the distribution and/or storage of products.
- b. General contractor and construction industries relating to the building industry, such as building contractors, plumbing contractors, electrical contractors, etc.
- c. Service industries or those industries providing a service opposed to the manufacture of a product.
- d. Industrial support facilities, to include activities limited to the sale of products or services related to the industrial complex.

4. Business Office Use

The project area will permit the use of business office development. This will provide the ability of general office space to be constructed for use by industry.

C. Site Plan Requirements and Approval

For any development to be undertaken within the project area, a design review procedure has been established to insure compliance with the goals and

objectives of this plan and the Tooele City Comprehensive Plan.

It is not the purpose of this Section that design be so rigidly controlled so as to stifle creativity or individual expression or that substantial additional expense be incurred; rather, it is the intent of this Section that any control exercised be the minimum necessary to achieve the objectives as stated above.

1. Requirement - A developer shall be required to submit architectural drawings and/or site development plans drawn to a standard scale which shall show the following:
 - a. Building lot and dimensions including locations and accessory buildings;
 - b. Proposed landscaping and total square footage of landscaping;
 - c. Off street parking facilities, including number available;
 - d. Vehicular and pedestrian circulation including ingress and egress;
 - e. Location and width of abutting streets;
 - f. Existing and proposed grades; and

In addition to the above, the plan may also be required to include scale drawings of major exterior elevations, signs, and an indication of exterior building material and proposed exterior color scheme.

2. Approval & Considerations in Review of Plans

The Redevelopment Agency and Planning Commission shall consider the following matters, and others when applicable, in their review of site plans, and may refer the plans to one or more expert consultants if the Commission or Board deems it necessary.

- a. Considerations Relating to Traffic Safety and Congestion:
 1. Effect of site development on existing traffic conditions on abutting streets,
 2. The layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, drives, and walkways,
 3. The arrangement and adequacy of off street parking facilities,

4. The location arrangement of truck loading and unloading facilities, and
 5. The circulation patterns within the development.
- b. Consideration relating to buildings and site layout:
1. Consideration to location, relationship, and location on the site, all in relationship to the character of the neighborhood, and
 2. Consideration of exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing on the street.
- c. Considerations relating to drainage:
1. The effect of the site development plan on the adequacy of the storm and surface water drainage, and
 2. To eliminate lots currently submerged by water.
- d. Consideration Relating to Landscaping:
1. The location, height, and materials of walls, fences, hedges, and screen plantings to insure harmony with adjacent development, or to conceal storage areas, utility installations, or other unsightly development, and
 2. The planting of ground cover or other surfacing to prevent dust and erosion.
- e. Considerations Relating to Grades:
1. To insure adequate and property drainage,
 2. To insure elimination of existing contour problems located within the project area, and
 3. To assist in future flood control.

Upon a finding by the Agency Board and Planning Commission that the plan meets the intent of this Section, the design approval shall be granted, subject to such conditions as are necessary; otherwise, approval shall be denied. The Planning Commission shall grant final or preliminary approval contingent upon review by the Redevelop-

ment Agency. Such approval shall be transmitted to the applicant within 30 days of its presentation to the Commission and Agency.

D. Techniques to Achieve Plan Objectives

In order to achieve the objectives previously outlined, the following techniques have been established.

1. Rehabilitation

- a. Properties determined not to be in a sub-standard condition by the Redevelopment Agency of Tooele City and economically feasible for rehabilitation, shall be encouraged to be rehabilitated to insure a remaining economic life of twenty years.
- b. Property rehabilitation standards may be developed by the Redevelopment Agency of Tooele City during subsequent action years.

2. Acquisition and Clearance

a. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, all real property located in the project area, by gift, devise, exchange, purchase, eminent domain, or any lawful method. The Agency is authorized to acquire any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless, in the Agency's judgment, (1) such building requires structural alteration, improvement, modernization, or rehabilitation, or (2) the site or lot on which the building may be situated requires modification in size, shape, or use, or (3) it is necessary to impose upon such property any of the standards, restrictions and controls of the plan.

b. Acquisition of Real Property by Eminent Domain

No real property located within the boundary

of this project shall be acquired by eminent domain without the consent of the property owner or its successors. This provision shall remain in effect for 7 years after the adoption of this plan by ordinance of the legislative body.

c. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary for the execution of this plan, the Agency is authorized to acquire personal property in the project area by any lawful means except eminent domain.

3. Implementation of Redevelopment Projects

Redevelopment projects may be undertaken and carried out on a yearly basis. The planning and implementation of redevelopment projects on a yearly basis shall be designated as an annual implementation program, and will be considered and adopted with the budget of the Agency.

4. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the project area. The Agency shall impose on all public bodies the planning and design controls contained within this plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

5. Property Management

During such time as property, if any, in the project area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by

the Agency pending its disposition for redevelopment.

6. Relocation

The Agency shall assist all persons (including families, business concern, and others) displaced by the project in finding other locations and facilities. The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the purposes of this plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities (within the project area) necessary to carry out the plan. The Agency is authorized to prepare or cause to be prepared as building sites, any real property in the project area. The Agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the project area. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the project area not owned by the Agency.

7. Property Disposition and Development

For the purposes of this plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the project area shall be sold or leased to public or private persons or entities for development for the uses permitted in the plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this plan, to begin and complete development of the property within a period of time which the Agency fixes as reason-

able, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this plan.

8. Development

To the maximum possible extent, the objectives of the plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities control and review. To provide adequate safeguards to ensure that the provisions of this plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this plan by leases, deeds, contracts, agreements, declarations of restrictions, provision of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this plan. To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the project area for itself or for any public body or public entity to the extent that such improvement would be of benefit to the project.

During the period of development in the project area, the Agency shall insure that the provisions of this plan and other documents formulated pursuant to this plan are being observed, and that development in the project area is proceeding in accordance with development documents and time schedules. Development plans, both public and private, shall be submitted to the Agency for approval and architectural review. All development must conform to this plan and all applicable Federal, State, and local laws. For the purposes of this plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

E. Other Provisions to Meet State and Local Law

The Redevelopment Agency shall meet the requirements of State or local law as applicable.

F. Provisions for Amending Plan

The Redevelopment Plan may be modified at any time by the Redevelopment Agency of Tooele. In accordance with Section 11-19-23, UCA 1953, as amended.

G. Tax Increment Provisions

This Redevelopment Plan entitled "Tooele City Airport Project, Project No. 2, Area No. 1" specifically incorporates the provisions of tax increment financing permitted by Section 11-19-29, Utah Code Annotated 1953, as amended, which provides as follows:

1. Any Redevelopment Plan may contain a provision that taxes, if any levied upon taxable property in a redevelopment project each year by or for the benefit of the State of Utah, any city, county, city and county, district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving the redevelopment plan, shall be divided as follows:
 - a. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in a redevelopment project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the county last equalized on the effective date of the

ordinance shall be used in determining the assessed valuation of the taxable property in the project on the effective date); and...

- b. In a redevelopment project with a redevelopment plan adopted after April, 1983, that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under subsection (a) shall be allocated to and when collected shall be paid into a special fund of the redevelopment agency according to the limits set forth in subsection (c) to pay the principal and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) included by such redevelopment agency after April 1, 1983, to finance or refinance, in whole or in part, such redevelopment.

Payment of tax revenues to the redevelopment agency shall be subject to and shall except uncollected or delinquent taxes in the same manner as payments of taxes to other taxing agencies are subject to collection. Unless and until the total assessed valuation of the taxable property in a redevelopment project exceeds the total assessed value of the taxable property in such project as shown by the last equalized assessment roll referred to in subsection (1)(a) of this section, all of the taxes levied and collected upon the taxable property in such redevelopment project shall be paid into the funds of the respective taxing agencies. When such loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in such redevelopment projects shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

- c. For purposes of subsection (b) the maximum amounts which shall be allocated to and when collected shall be paid into the special fund of the redevelopment agency may not exceed the following percentages:

(i) For a period of the first five tax years commencing from the first tax year a

redevelopment agency accepts an amount allocated to and when collected paid into a special fund of the redevelopment agency to pay the principal of and interest on loans, money advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) which loans, advances, or indebtedness are incurred by such redevelopment agency after April 1, 1983, 100% of that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under subsection (a);

(ii) For a period of the next five tax years 80% of that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under Subsection (a);

(iii) For a period of the next five tax years 75% of that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under subsection (a);

(iv) For a period of the next five tax years 70% of that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under subsection (a);

(v) For a period of the next five tax years 60% of that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under subsection (a).

d. Nothing contained in subsection (1)(b), and (1)(c) shall prevent an agency from receiving a greater percentage than those set forth in subsection (1)(c) of the levied taxes of any local taxing agency each year in excess of the amount allocated to and when collected paid into the funds of the respective local taxing agency if the governing body of such local taxing agency consents in writing.

H. Implementation Strategy

1. Implementation of Redevelopment Projects

The Redevelopment Agency will undertake projects on an annual implementation basis. Each annual implementation program shall be included in the Redevelopment Plan, and reviewed at the time of adoption of the Agency budget. Programs and projects developed must be consistent with the stated goals and objective of the plan and should generally follow the implementation strategy listed below. The projects to be undertaken and completed shall conform to the following specific limitations:

- a. A time limit not to exceed 7 years from the date of the approval of the plan after which the agency may not commence acquisition of property through eminent domain.
- b. A time limit not to exceed 15 years from the date of the plan after which no bonds may be issued for redevelopment projects; and
- c. A time limit not to exceed 32 years from the date of the approval of the plan after which no tax increment from the project area may be allocated to or used by the agency.

2. Implementation Objectives and Strategy (general)

In order to achieve the objectives previously outlined the following design objectives and strategies are proposed. They represent a plan of action designed to eliminate the blight currently found in the project area and prevent the recurrence of blight within the area.

- a. Provide an attractive urban environment;
- b. Blend harmoniously with the adjoining areas;
- c. Provide for the optimum amount of open space in relation to existing and new buildings;
- d. Provide unobtrusive parking areas, appropriately screened and landscaped to blend harmoniously with the area;
- e. Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from topographical conditions and views;
- f. Provide for the maximum separation and

protection of pedestrian access routes from vehicular traffic arteries.

- g. The development of land within the project area will be undertaken in such a manner that available utilities will be maintained to the maximum digress. Special emphasis will be placed on phased construction of all new development projects to support the orderly extension of streets and utility systems as economically feasible.

3. Specific Design Objectives and Controls

a. Building Design Objectives

1. All new buildings shall be of design and materials which will be in harmony with other new development of similar type within the project area, and shall be subject to design review and approval by the Redevelopment Agency of Tooele.
2. The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access without significant cut and fill requirements.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

- a. All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, property related to existing and proposed buildings.
- b. Attractively landscaped open spaces shall be provided, which will offer maximum usability to occupants of the building for which they are developed.
- c. Landscaped, paved, and comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings on the same site.
- d. The location and design of pedestrian walks should be for maximum safety and

separation from vehicular traffic, and should recognize desirable views of new and existing development in the area and surrounding community.

- e. Materials and design of paving, retaining walls, fences, curbs, benches, etc., shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

- a. Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of overall site design.
- b. It is desirable that parking areas be level or on terraces as determined by the slope of the land.

4. Landscape Design Objectives

- a. A coordinated landscaped design over the entire project area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.
- b. Primary landscape treatment shall consist of non-deciduous shrubs, ground cover, and street trees as appropriate to the character of the project area.
- c. Landscaping at a minimum shall comply with any landscape ordinance of the City.

5. Project Improvement Design Objectives

- a. Public rights-of-way. All streets, sidewalks, and improvements within public rights-of-way will be designed or approved by the City Engineer and will be consistent with all design objectives.
- b. Street lighting and signs. Lighting standards and signs of pleasant appear-

ance and modern illumination standards shall be provided as necessary. All signs shall be reviewed and approved by the Agency.

- c. Rough grading. Existing structures, retaining walls, underbrush, pavement, curb and gutters, will be removed and the entire site graded in conformance with the final project design determined by the Redevelopment Agency of Tooele.

I. Conformance of Redevelopment Plan to City's Master Plan

The proposed redevelopment plan is in agreement with the existing Master Plan for Tooele City. As development occurs, the Redevelopment Agency will work closely with the Tooele Planning and Zoning Commission to encourage that all work is done in accordance with the goals for economic growth as outlined in the City Master Plan.

J. Property Owner Participation

It shall be the policy of the agency to provide for reasonable opportunities for property owners to participate in the redevelopment of their properties if the owners enter into a participation agreement with the Agency, in accordance with the provisions of 11-19-33 Utah Code Annotated, 1953, as amended. The Agency may permit owners and tenants within the project area reasonable opportunities to participate in the redevelopment of the project area by:

- a. Owners retaining, maintaining, and if necessary rehabilitating, all or portions of their properties;
- b. Owners acquiring adjacent or other properties in the project area;
- c. Owners selling all or portions of their improvements to the agency, retaining the land, and developing their properties;
- d. Owners selling all or portions of their properties to the agency and purchasing other properties in the project area;
- e. Owners selling all or portions of their properties to the agency and obtaining preferences to re-enter the project area;
- f. Tenants having opportunities to become owners of property in the project area, subject to the opportunities of owners of property in the project area; and
- g. Other methods approved by the agency.

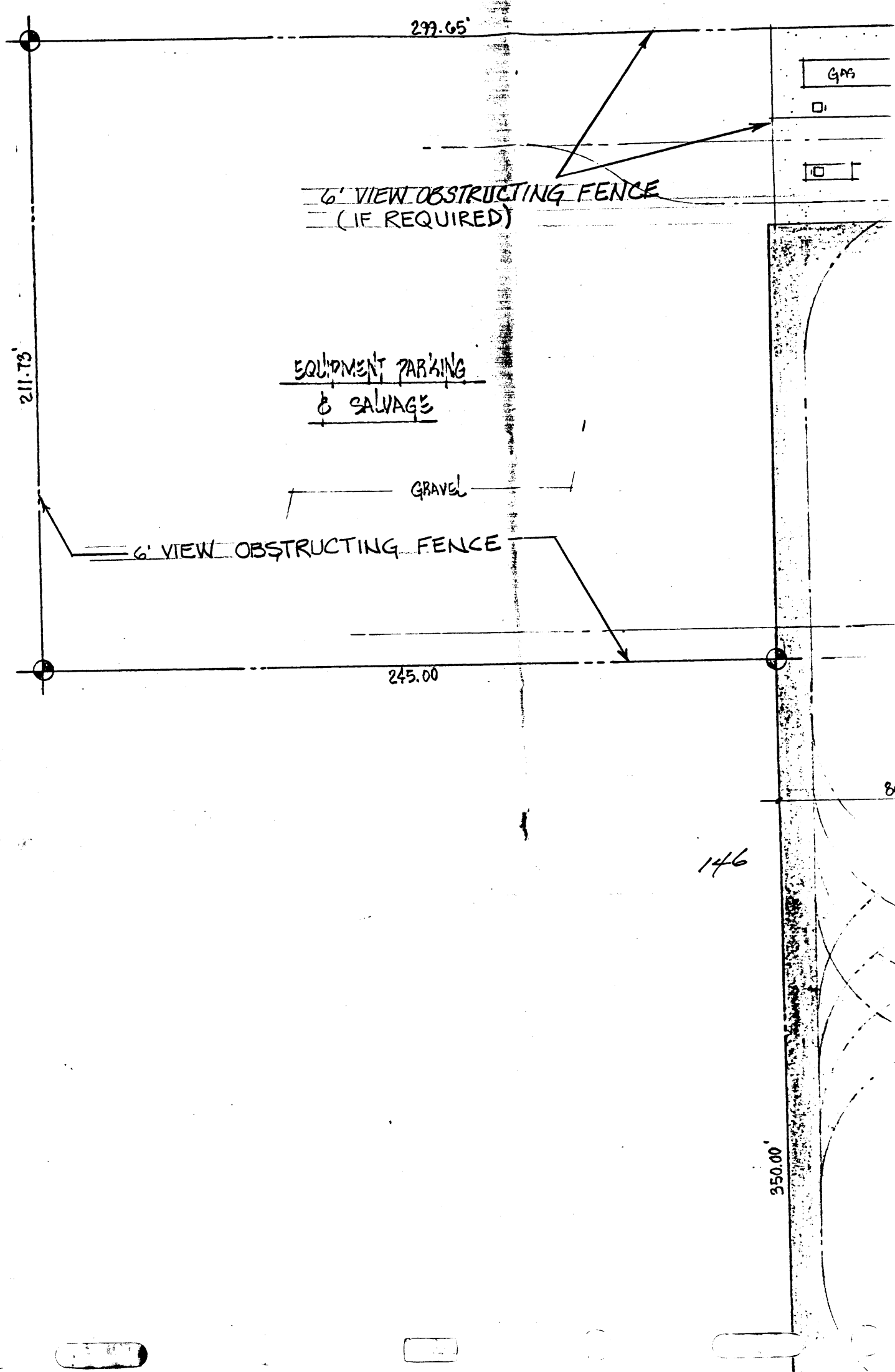
EXHIBIT "B"

Lot 1 of Tooele City Commercial Park Phase I Subdivision, containing 4.83 acres, as recorded in the Tooele County Recorder's office, Tooele County, Utah;

and,

Beginning at the Northeast corner of Lot 2 of Tooele City Commercial Park Phase I Subdivision as recorded in the Tooele County Recorder's office, Tooele County, Utah, and running thence South $0^{\circ}28'06''$ East 561.73 feet to the Southeast corner of said lot 2; thence South $89^{\circ}31'30''$ West 54.65 feet; thence North $0^{\circ}28'06''$ West 350.00 feet; thence South $89^{\circ}31'54''$ West 245.00 feet; thence North $0^{\circ}28'06''$ West 211.73 feet to the north line of said lot 2; thence North $89^{\circ}31'54''$ East 299.65 feet; to the point of beginning, containing 1.89 acres.

The second of above-described parcels includes a 10 foot wide public utilities easement along the west side and a 5 foot public utilities easement along the 60 south street frontage. Also included is a 20 foot by 20 foot public utility easement lying beside the above mentioned public utility easement located in the southeast corner of the parcel.



299.65'

211.73'

EQUIPMENT PARKING
& SALVAGE

GRAVEL

6' VIEW OBSTRUCTING FENCE

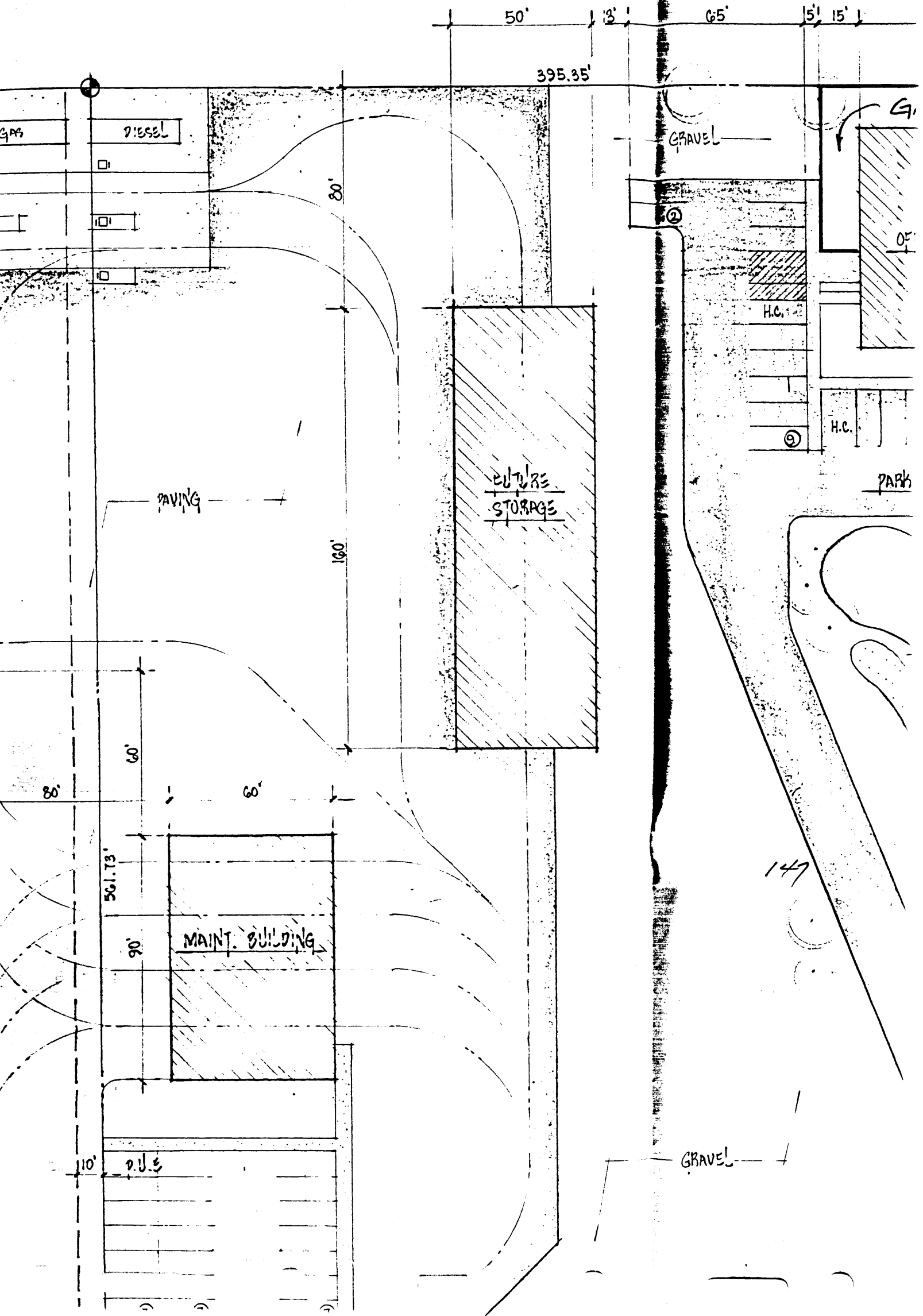
245.00'

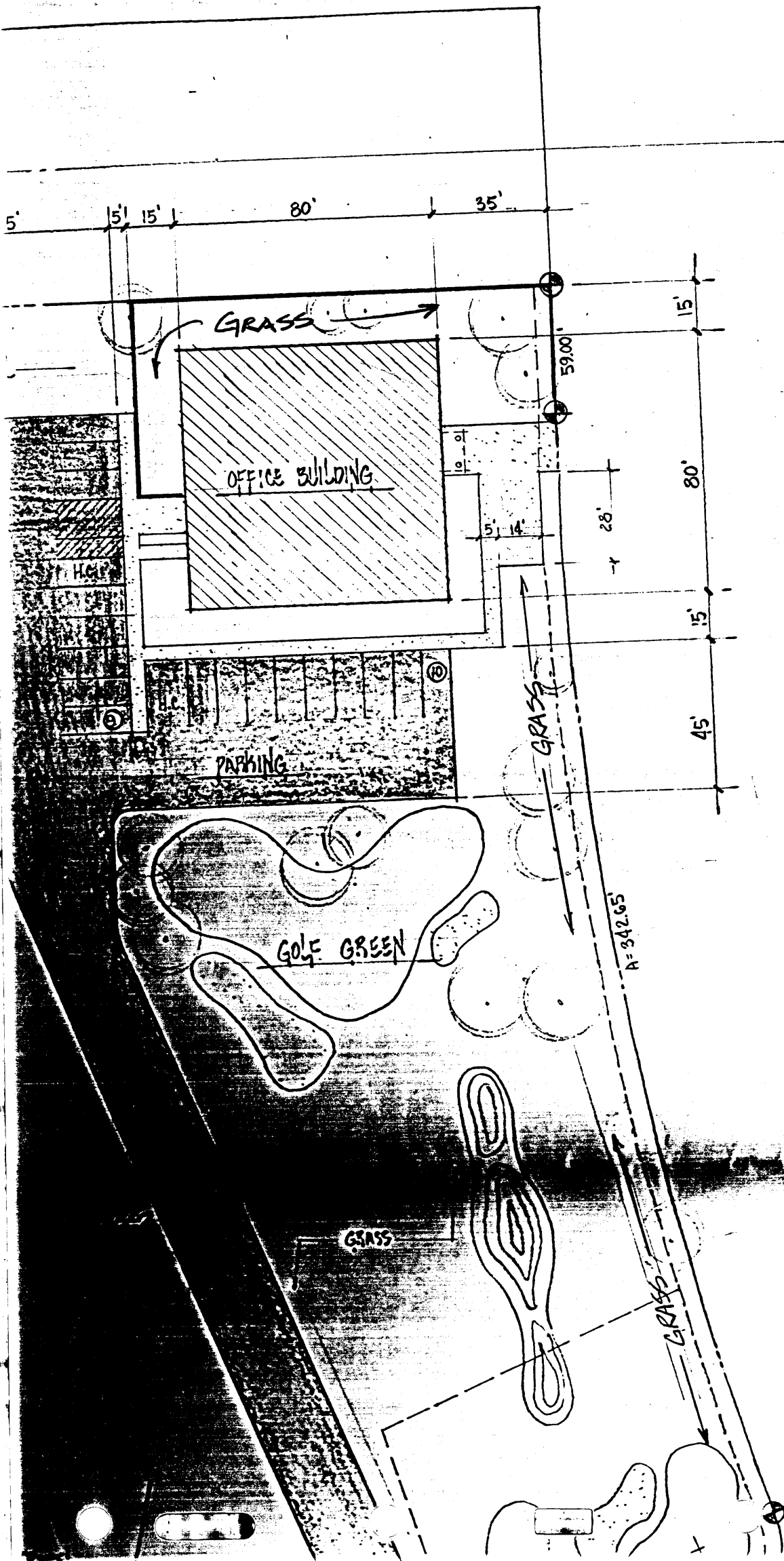
350.00'

80

146

GAS





TOUR

EXHIBIT "C"

VINE STREET

REVISIONS

PRELIMINARY	10-26-89
DESIGNED	12-02-89
APPROVED	2-2-90
ISSUED	2-13-90

DR CHRISTENSEN & GRIFFITH

148

148

146

150

350.00'

561.73'

90'

MAINT. BUILDING

10'

P.U.S

7

7

7

ROLLING GATES

20'

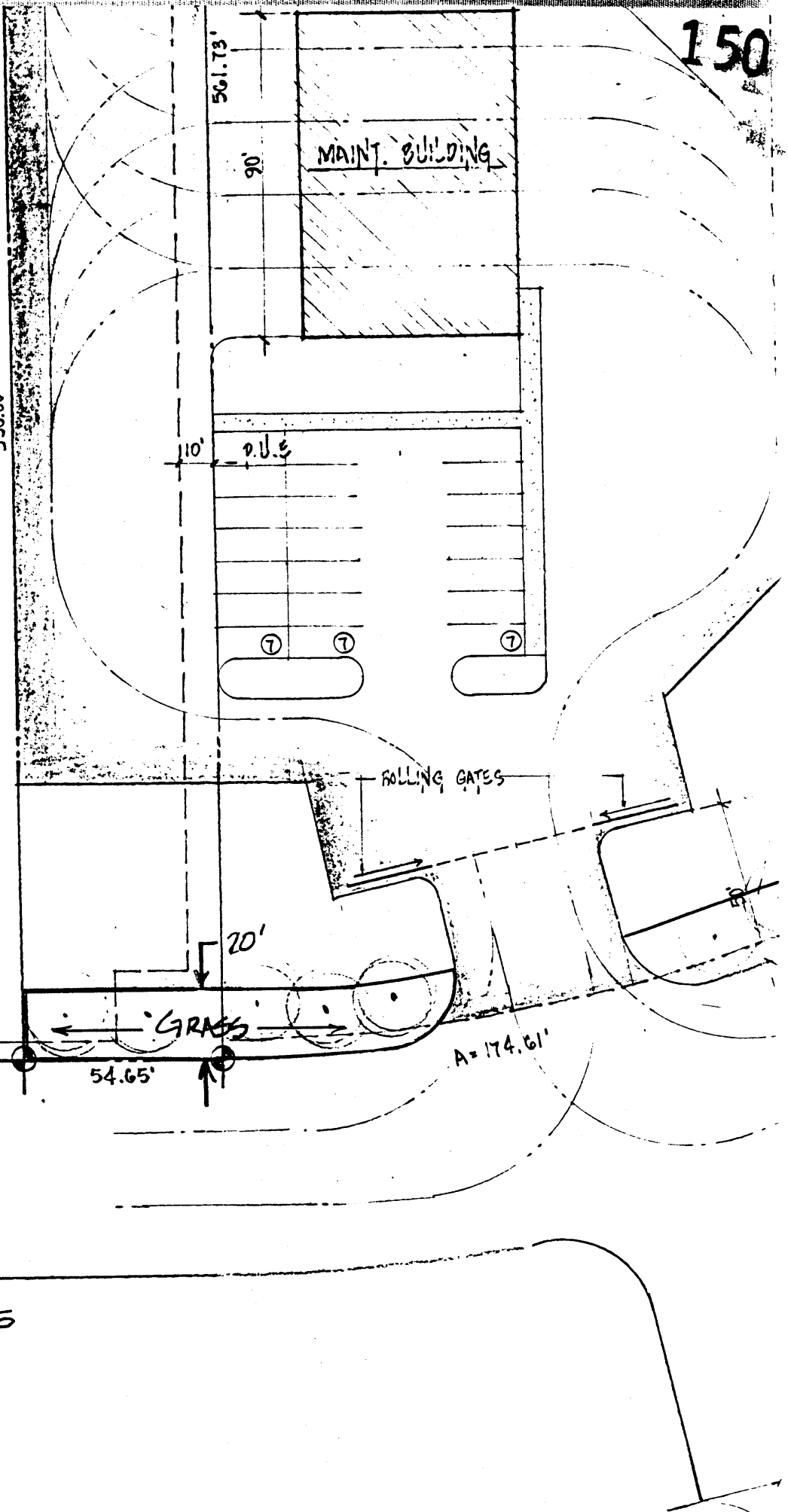
GRASS

54.65'

A = 174.61'

150

U



151

147

GRASS

GRAVEL

R=25.00'

GRASS

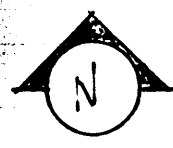
MAPLE TREES - TOP

20'

282.45'

15' P.O.E.

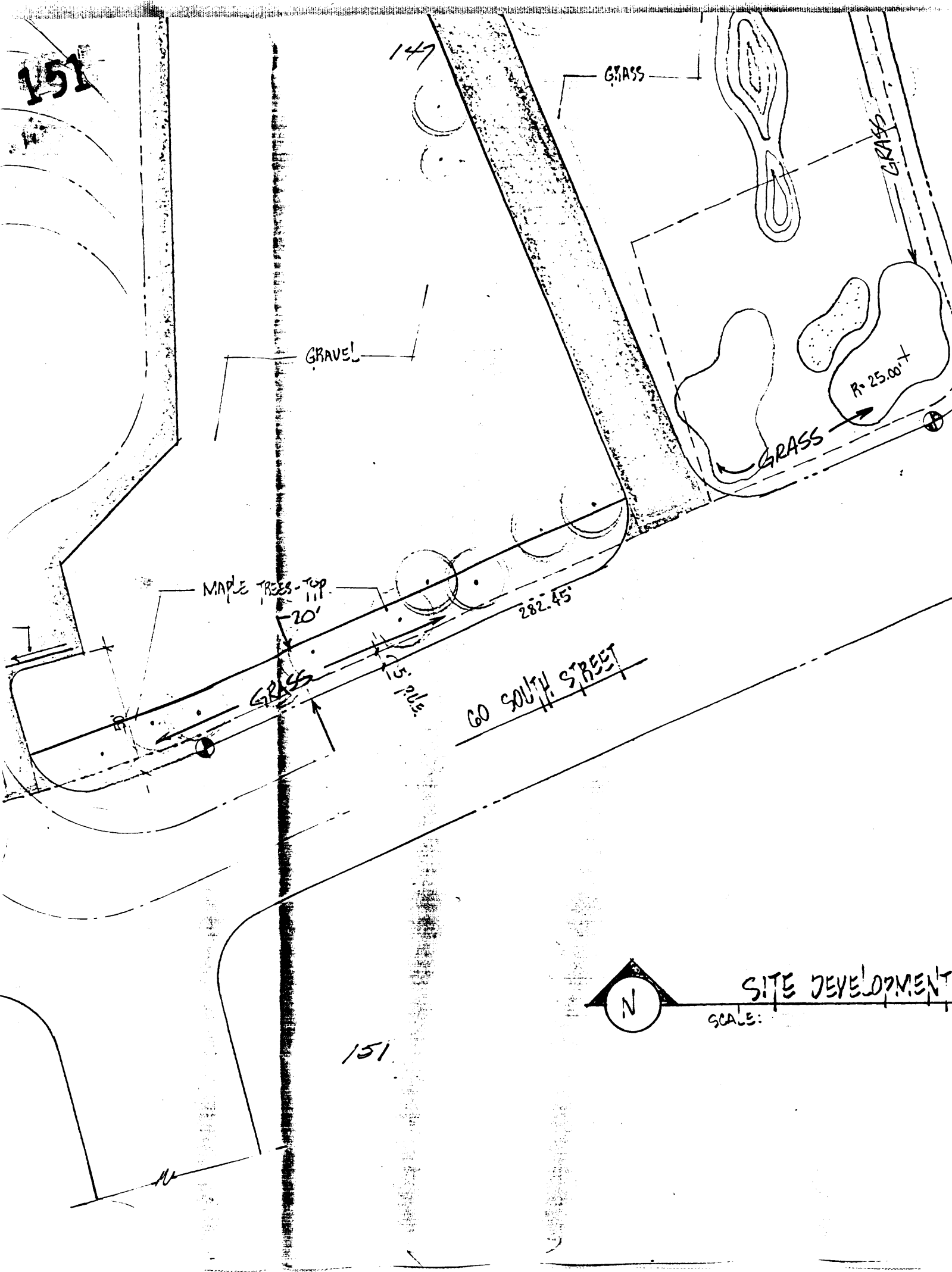
60 SOUTH STREET



SITE DEVELOPMENT

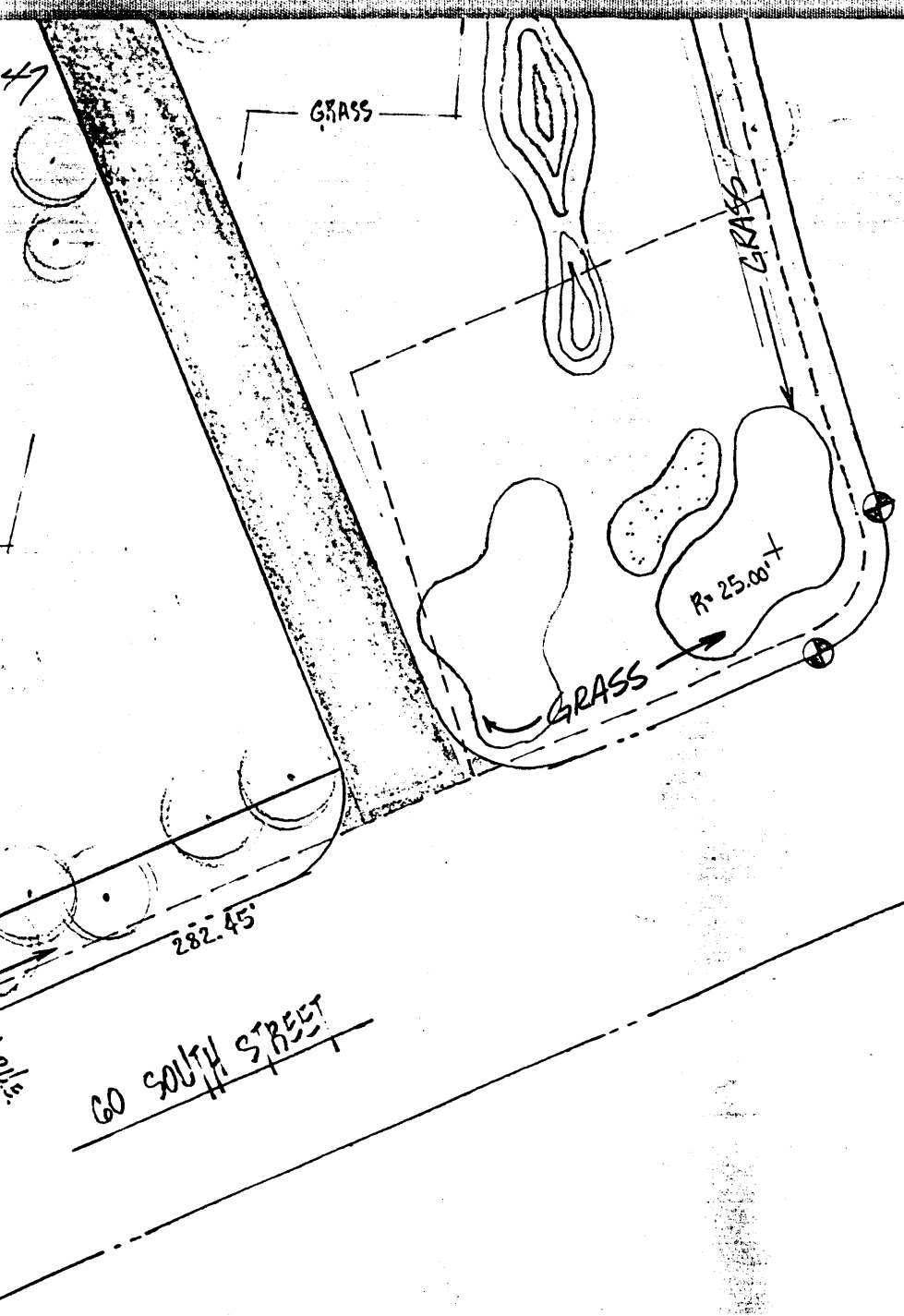
SCALE:

151



148

152



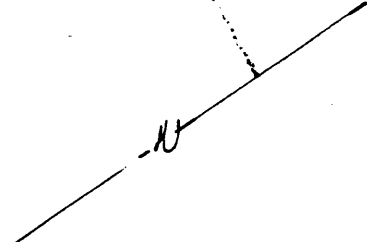
SITE DEVELOPMENT PLAN

SCALE:

1" = 40'-0"

152

153



2

SHEET NO.

A-0

153

OFFICE BUILDING FOR CHRISTENSEN & GRIFFIN

1929

154

UPPER
FOLDER

EXHIBIT "D"

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, a Project Area Redevelopment Plan (which, together with all modifications thereof made after the date of this Special Warranty Deed in accordance with applicable law, is hereinafter referred to as the "Plan") for the Tooele City Airport Redevelopment Project No. 2 Area No. 1 was adopted by the Redevelopment Agency of Tooele City, Utah, on January 25, 1988, and has been approved by the Tooele City Council effective March 17, 1988, which plan, as it exists on the date hereof, is on file in the Office of the Tooele City Recorder (hereinafter referred to as the "Recorder"); and

WHEREAS, Tooele City is owner and holder of record of fee simple title to certain real property hereinafter described located in the project area; and

WHEREAS, pursuant to the Plan and the Utah Neighborhood Development Act, the City of Tooele is authorized to aid and participate with the Redevelopment Agency within the project area;

NOW, THEREFORE, THIS SPECIAL WARRANTY DEED, made this _____ day of March, 1990, by and between the City of Tooele (hereinafter referred to as the "Grantor"), acting herein pursuant to the above-mentioned Act, and the Redevelopment

154

Special Warranty Deed

455

Agency of Tooele City, Utah, (hereinafter referred to as the "Grantee"):

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant and convey to have and to hold fee simple title, together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining, in and to the following described land and premises, situated in Tooele City, Utah and known and distinguished as:

Lot 1 of Tooele City Commercial Park Phase I Subdivision, containing 4.83 acres, as recorded in the Tooele County Recorder's office, Tooele County, Utah.

and,

Beginning at the Northeast corner of Lot 2 of Tooele City Commercial Park Phase I Subdivision as recorded in the Tooele County Recorder's office, Tooele County, Utah and running thence South 0° 28' 06" East 561.73 feet to the Southeast corner of said lot 2; thence South 89° 31' 30" West 54.65 feet; thence North 0° 28' 06" West 350.00 feet; thence South 89° 31' 54" West 245.00 feet; thence North 0° 28' 06" West 211.73 feet to the north line of said lot 2; thence North 89° 31' 54" East 299.65 feet; to the point of beginning, containing 1.89 acres.

The above-described parcel includes a 10 foot wide public utilities easement along the west side and a 5 foot public utilities easement along the 60 south street frontage. Also included is a 20 foot by 20 foot public utility easement lying beside the above mentioned public utility easement located in the southeast corner of the parcel.

155

AND, the Grantor covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurance thereof as may be requisite, provided, however, that this Special Warranty Deed is made and executed upon and is subject to certain express conditions and covenants, the conditions and covenants being part of the consideration for the property hereby conveyed, and are to be taken and construed as running with the land, the continued observance of which and each of which the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees, and lessees to these covenants and conditions which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to, and in accordance with, the uses specified in the Redevelopment Plan or approved modifications thereof, or other use approved by the Grantor.

SECOND: The Grantee shall utilize tax increment generated from the property hereby conveyed or any part thereof, to assist with the payment of debt created by Tooele City for the financing of construction of the Improvements on the property hereby conveyed.

THIRD: The Grantee agrees for itself and any successor in interest not to discriminate or segregate any person or group of persons on the basis of race, creed, color, sex or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the property hereby conveyed

or any part thereof or of any Improvements erected or to be erected thereon or any part thereof. Neither shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees or vendees in the Site or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements contained herein terminate on September 25, 2007.

In the event, the Redevelopment Agency of Tooele City, Utah, shall be dissolved, then all the estate conveyed under this Special Warranty Deed shall revert to and become revested in the Grantor, or its successor or assigns, and such title shall be revested fully and completely in it, and the Grantor, its successors or assigns shall be entitled to and may of right enter upon the take possession of the property, provided that any such revesting of title to the Grantor shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

- a. the lien of any mortgage or deed of trust permitted by this Special Warranty Deed; and
- b. any rights or interests provided in the contract of sale for the protection of the trustees of any such deed of trust or the holders of any such mortgage.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on

its part have been complied with and that all things necessary to constitute this Special Warranty Deed as valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of the Special Warranty Deed.

IN TESTIMONY WHEREOF, the Grantor has hereunto subscribed its name and affixed the corporate seal this ____ day of March, 1990.

TOOELE CITY CORPORATION, GRANTOR

By _____
Mayor

Attest:

City Recorder

S E A L

REDEVELOPMENT AGENCY OF TOOELE
CITY, UTAH, GRANTEE

By _____
Chairman

Attest:

Secretary

PROTECTIVE COVENANTS FOR TOOELE CITY COMMERCIAL PARK

I. INTRODUCTION

These Protective Covenants are cited in the Easements, Covenants, Conditions and Restrictions of the Tooele City Commercial Park. Their purpose is to create standards which will be applied in approving or disapproving proposed improvements. The goal is to ensure development of a high quality environment protecting and enhancing the investment of all who locate in the Tooele City Commercial Park.

II. DESIGN REVIEW

The Design Review Committee will meet as needed to review proposed projects. Exterior construction visible from adjacent properties or public streets shall be reviewed and approved by the committee. Project plans shall be submitted for review 60 days prior to planned construction. For each project, two copies of the following information shall be submitted:

(1) Project Data:

- (a) name of the project;
- (b) the proposed use;
- (c) total building area with each phased identified;
- (d) total anticipated number of employees by phase;
- (e) total parking provided by phase;
- (f) name, address, and telephone number of persons who will maintain communication with the Tooele City staff, and who shall also be persons who will have long-term responsibility for the project.

(2) A Site Plan with Location and Extent of:

- (a) required setbacks for buildings and parking areas;
- (b) buildings and storage areas;
- (c) parking areas with total spaces;
- (d) driveways and sidewalks;
- (e) site lighting;
- (f) landscape areas;
- (g) grading and drainage; and
- (h) an optional preliminary site plan.

(3) Architectural Plans Illustrating:

- (a) building elevations;
- (b) ground floor plans with finished floor elevations;
- (c) building materials and colors; and
- (d) a typical wall section.

(4) A Landscape Plan Illustrating:

- (a) location, size and species of trees and shrubs;
- (b) a complete plant list;
- (c) turf mixture;
- (d) irrigation plans;
- (e) landscape grading plans; and
- (f) planting specifications.

(5) A Plan for Signs Illustrating:

- (a) size and location of each sign;
- (b) materials and color;
- (c) construction or installation procedures; and
- (d) lighting.

(6) A Site Engineering Plan Illustrating:

- (a) surface drainage and grading plans;
- (b) typical driveway and parking lot pavement sections with specifications; and
- (c) location of utility easements.

III. IMPROVEMENTS

Improvements on lots shall be constructed in strict compliance with all of the following:

(1) Temporary Structures.

A temporary building or other temporary structure shall not be permitted on any lot, except that trailers, temporary buildings and similar structures shall be permitted for construction purposes during the construction of a permanent building. Such structures shall cause no inconvenience to owners or occupants of other lots. Temporary structures are to be removed no later than 30 days after the certificate of occupancy is issued.

(2) Construction Material for Buildings.

(a) Buildings shall be of masonry construction, tilt-up concrete, precast concrete, or of an equal material. Enameled metal panel constructed on a steel frame will require approval from the design review committee.

(b) Any building constructed on plain concrete blocks, tile blocks, tile brick or metal, will require the front and sides to a minimum depth of three feet to be finished with face brick, architectural block or other material which is better in quality. The front and sides of concrete block buildings facing streets shall be painted for aesthetic purposes. All other types of construction must be submitted to and have the written approval of the Design Review Committee.

(c) The placement on the building of roofs of unsightly items such as cooling towers and mechanical equipment, which would have an adverse effect upon the aesthetics of the building and the Tooele City Commercial Park shall not be allowed.

(d) All utility services, including electrical power, telephone, gas, water, and sewer shall be constructed underground at all building sites in order to preserve a clean and uncluttered appearance.

(e) No plant effluent shall be discharged into the sanitary sewer or storm drains which contain any material which would be harmful to the sewer lines or the sewage treatment plant structure, interfere with the normal sewage processing action, or create a danger to workmen maintaining the sewer lines.

(3) Location of Buildings.

(a) Buildings shall maintain the following yard areas:
(i) Buildings shall not be nearer than 35 feet to the front street property line.
(ii) Buildings shall not be nearer than 15 feet to any side property line.
(iii) No rear yard clearance is required.
(iv) No more than 60% of the site area shall be covered by buildings.

(b) Within the required setback area from the streets, there shall be maintained paved walks, paved driveways, lawns and landscaping. In addition, the following utility easements shall be required on each site: 30 feet in the front, 20 feet in the rear, and zero feet on the side.

(4) Loading Service and Outside Storage.

(a) Each lot development shall provide sufficient on-lot loading facilities to accommodate site activity.

(b) Loading docks shall be located and screened so as to minimize visibility from any street. No loading dock facing a public street shall be located within 120 feet of that street.

(c) Open storage shall be screened from the view of any street, except that screened fences or walls over three feet high shall not be located within any building setback area.

(d) Rubbish and garbage facilities shall be screened to minimize visibility from any street.

(e) Screening of loading services and outside storage areas may consist of a combination of earth mounding, landscaping, walls, and fences.

(5) Parking Requirements.

Parking will not be permitted on any of the streets in the Tooele City Commercial Park. It is the responsibility of the property owners, their successors and assigns to provide such parking facilities as needed on their own property. Minimum requirements are as follows:

(a) Commercial and office use: One space per 300 square feet of gross floor area.

(b) Warehouse use: One space per 1,000 square feet of gross floor area.

(c) Industrial Use: One space per 600 square feet of gross floor area.

(d) Spaces for parking and truck operations may be provided in front of buildings provided that the parking area is not closer than 20 feet to the street curb line, and that the area between the street and the parking area is attractively landscaped.

(e) The parking requirements may be modified in writing by the Design Review Committee in its sole judgment and discretion.

(f) All parking surfaces must be paved with concrete, asphalt or other hard surface paving material. Parking surfaces must be marked and properly graded to assure adequate drainage.

(g) As a general rule, parking facilities are to be located at the side or rear of the buildings. Parking surfaces should be screened from streets by earth mounding and/or landscaping.

(h) Parking areas shall follow the city zoning ordinances for proper setback requirements.

(6) Storage.

No land or building shall be used so as to permit the keeping of articles, goods, or materials in open areas exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least six feet in height and high enough to fully screen the material from view of the public as viewed from the streets. Storage shall be limited to areas behind the front building line.

(7) Signs.

All signs shall conform to the following requirements:

(a) No billboards or outdoor advertising bases will be permitted.

(b) Signs attached to a building must be parallel to and contiguous with the building wall and not project above the building's roof line.

(c) Signs attached to buildings shall project not more than 16 inches beyond the face of the building.

(d) Total size is limited to 32 square feet or one square foot for each lineal foot of the street frontage of the building, whichever is larger. A company logo sign not to exceed 16 square feet in area will be allowed in addition to the above requirements.

(e) Signs may be independently seated in the front of the building if they are architecturally designed to add to the aesthetic appearance of the building and property.

(f) Ground signs, in addition to building signs, will be allowed. Each sign must be no higher than four feet, not exceeding 32 square feet in area, and must be included in an approved landscaping design scheme.

(g) No sign of a flashing or moving character may be installed. No sign may be painted on a building wall. Floodlighting signs at night is permissible.

(8) Landscaping and Maintenance.

(a) "Green" treatment of the site may be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, planting in areas used as dividers and in areas otherwise unusable.

(b) Landscape treatment includes the use of walls, screenings, terraces, fountains, pools and other water

arrangements. Lawn and/or shrubs shall be planted in the area between the street curb line and the building or the street curb line and paved parking area.

(c) The owners or tenants must at all times keep the premises, buildings, improvements, and all parking and planting areas in a safe, clean and wholesome condition. All areas of the property not covered by improvements shall be kept free from weeds. They shall comply in all respects with all government health, police, and fire department requirements.

(d) Any owner or tenant shall remove at his own expense any rubbish of any character accumulated on his property and will at all times keep shrubs and lawns properly trimmed and watered and the exterior of all buildings in an attractive condition.

(9) Utility Connections.

All utility lines, connections and installations must be underground and rise within the building or fixture. Any external transformers, meters, and similar apparatus must be at ground level and screened so as to minimize visibility thereof from any street.

IV. COVENANTS RUN WITH THE LAND

(1) It is understood and agreed that the protective covenants run with the land. A breach or violation of the protective covenants may be enjoined, abated or remedied by appropriate proceeding by Tooele City or other owners of lots or parcels of land in the Tooele City Commercial Park or their heirs, successors, assigns, or bona fide purchasers under contract.

(2) Invalidation of any one of these protective covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(3) The protective covenants shall bind the land for 30 years from the date of recording, after which time they shall be automatically extended for successive periods of ten years, to a maximum of 99 years unless terminated at the end of any such period by majority vote of the owners of property in the Tooele City Commercial Park.