

**PARTICIPATION AGREEMENT  
FOR THE MAGNA/ARBOR PARK REDEVELOPMENT AREA**

THIS PARTICIPATION AGREEMENT (“Participation Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY, a community reinvestment agency (the “Agency”); and MWIC MAGNA, LLC, a Utah limited liability company (the “Developer”). Each party may be referred to herein individually as a “Party,” or collectively as the “Parties.”

**RECITALS**

A. Agency exercises its functions and powers and is organized and existing under the Limited Purpose Local Government Entities—Community Reinvestment Agency Act, UTAH CODE §§ 17C-1-101 to -5-406 (the “Act”).

B. Agency prepared and approved, and Agency through its Board, adopted a project area plan on June 16, 2009, which plan is known as the “Magna/Arbor Park Project Area Urban Renewal Plan” (“Project Area Plan”), attached to this Participation Agreement as Exhibit “A” and incorporated herein by this reference.

C. The Project Area Plan covers that certain real property located within the Magna Metro Township, Utah, as depicted in the Project Area Plan (“Project Area”).

D. Agency receives Tax Increment (as more fully defined below) from local taxing entities that is generated from the Project Area.

E. Developer is the owner of the real property within the Project Area and intends to cause the redevelopment of that part of the Project Area legally described on Exhibit “B,” which is attached hereto and incorporated herein by this reference.

F. Pursuant to Utah Code § 17C-1-409(1)(a)(iii)(C), the Agency desires to use a portion of its Tax Increment to provide the Developer with an incentive to undertake development of the Property.

G. Agency and Developer desire now to enter into this Participation Agreement to establish the terms and conditions of each Party’s respective responsibilities in connection with the Magna/Arbor Park Project Area Plan and the incentive described herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions hereby agreed to, and other good and valuable consideration, the Parties hereby agree as follows:

1. Recitals. The above Recitals are incorporated herein as part of this Participation Agreement.
2. Defined Terms. As used herein, terms shall have the meaning as set forth in the Act, unless otherwise defined in this Participation Agreement. The following terms shall have

the meanings respectively indicated.

- 2.1. “Act” has the meaning set forth in Recital A.
- 2.2. “Agency” means the Redevelopment Agency of Salt Lake County, a public agency exercising its functions and powers and organized and existing under the Act, and includes any successor designated by Agency or succeeding to Agency.
- 2.3. “Base Taxable Value” shall have the same meaning as such term is defined in the Act and \$19,021,500, the taxable value of the entire Project Area as of June 11, 2009, which is the date the Project Area Budget was approved by the Taxing Entity Committee and as amended on September 10, 2012 (as such term is defined in the Act).
- 2.4. “Conditions to Incentive” has the meaning set forth in Section 4.
- 2.5. “Developer” means MWIC Magna, LLC, or such Person to whom MWIC Magna, LLC, has assigned an interest in this Participation Agreement as permitted herein.
- 2.6. “Developer’s Total Incentive Amount” means the total cumulative Incentive payments made by the Agency to the Developer over the term of this Participation Agreement not to exceed \$5,900,000, as further defined in Section 5.
- 2.7. “Development” means the work and improvements to the Property generally described in Exhibit “C,” which is attached hereto and incorporated herein by this reference, and more particularly described in Exhibits “D,” “E,” and “F.”
- 2.8. “Development Expenses” means all hard and soft costs related to the development, redevelopment, improvement, financing and/or construction of the Development, and any other expenses included in the Project Budget.
- 2.9. “Incentive” means an annual payment from the Agency to the Developer made from the Tax Increment actually received by the Agency as set forth in Section 5.
- 2.10. “Incentive Commencement Date” means the date when Developer has satisfied all Conditions to Incentive as set forth in Section 4.
- 2.11. “Incentive Term” means a period of time commencing with the Incentive Commencement Date and expiring upon the earlier of: a) the tax year ending December 31, 2029 (with tax increment payments received for such year disbursed to Developer on or before April 30, 2030); or b) Agency’s payment in full of the Developer’s Total Incentive Amount;
- 2.12. “Person” means any natural person, trust, partnership, firm, joint venture, association, corporation, limited liability company, any other form of incorporated or unincorporated business entity, or any public body corporate and politic.
- 2.13. “Project Area” has the meaning set forth in Recital C.

- 2.14. "Project Area Plan" has the meaning set forth in Recital B.
- 2.15. "Project Budget" means the budget statement attached hereto as Exhibit "F," which is incorporated herein by this reference, identifying, by activity, the Developer's costs for completion of the elements of the Development as described in the Scope of Work.
- 2.16. "Property" means that certain real property identified in Exhibit "B."
- 2.17. "Property Tax[es]" means each levy on an ad valorem basis on tangible or intangible personal or real property and includes a privilege tax imposed under Title 59, Chapter 4, Privilege Tax of the Utah Code Annotated.
- 2.18. "Schedule" means the schedule attached hereto as Exhibit "E," which is incorporated herein by this reference, showing the respective times for completion of elements of the Development and performance of certain other obligations as described in the Scope of Work.
- 2.19. "Scope of Work" means the document attached as Exhibit "D," which is incorporated herein by this reference, providing specific details on each element of the development more generally described in Exhibit "C."
- 2.20. "Tax Increment" means, with respect to any tax year, the amount by which the Property Taxes for such year exceeds the Base Taxable Value. Under the Project Area Plan, agency may collect Tax Increment for all or part of the Project Area as provided in the Act. Agency has elected to collect 90 percent of the Annual Increment for years one (1) through five (5), 85 percent for years six (6) through ten (10) and 80 percent for years eleven (11) through fifteen (15) commencing from the first tax year Agency accepts Tax Increment from the Project Area.

### 3. Development Requirements

- 3.1. Completion of Development Generally. The Developer shall develop the Property in accordance with Exhibits "C," "D," "E," and "F," but may make modifications, adjustments, changes, or allowances to the Scope of Work described in Exhibit "D" that are common and generally expected to occur in the normal course of construction of the Development. Developer shall use all commercially reasonable efforts to complete the Development within the time periods referenced on Exhibit "E," subject to force majeure delays.
- 3.2. Cost of Construction of Development Improvements. All Development Expenses shall be borne solely by Developer or its successors or assigns.
- 3.3. Developer's Responsibilities. Developer shall be solely responsible for errors and omissions in any construction documents pertaining to the Development prepared by Developer or Developer's consultants or agents, change orders thereto, and shop drawings and other submittals interpreting them and for their accuracy, suitability, technical adequacy and compliance with applicable laws, codes,

ordinances and regulations. Any review and/or approval by Agency of any such documents will be solely for the purpose of determining the Developer's general compliance with the terms of this Participation Agreement, and shall not constitute an opinion or agreement by Agency that any such document is structurally or otherwise sufficient or in compliance with applicable laws. Such review and approval shall not result in or impose any present or future liability on Agency or waive any rights of Agency under this Participation Agreement or any rights or immunities granted or governed by law. With regard to Agency, Developer shall be solely responsible for structural and other defects in the said documentation and the compliance with all building codes and other laws and requirements of governmental authorities having jurisdiction.

- 3.4. Permits and Agreements. Before commencement of any construction, development or work upon the Property, Developer shall, at its own expense, secure or cause to be secured any and all permits which may lawfully be required by local municipality or any other governmental agency having jurisdiction over such construction, development or work.
  - 3.5. Insurance. Developer shall provide Agency with evidence of insurance covering public liability, fire, and such other insurance.
  - 3.6. Rights of Access. For the purpose of assuring compliance with this Participation Agreement, representatives of Agency shall have the right of access to the Property without charges or fees during construction of the improvements on the Property, including, but not limited to, the inspection of the work being performed: provided, such representatives shall not interfere with the activities of Developer or its contractors, employees or agents on the Property. Representatives of Agency shall provide reasonable advance notice to Developer (or its assigns, as the case may be) of any inspection or similar entry on the Property and shall permit a representative of Developer (or its assigns, as the case may be) to accompany such representatives during any such inspection.
  - 3.7. Local, State and Federal Laws. Developer shall carry out the construction of the Development in conformity with all applicable federal, state and local laws, ordinances, governmental orders and permits.
  - 3.8. Guarantee of Workmanship. Developer shall obtain a warranty from the general contractor performing work in favor of the Developer, and both Agency and Salt Lake County against all deficiencies in material and workmanship in the construction of the Development for a period of one year after the date of the issuance of a certificate of occupancy of the work relating to the Development. To the extent that such warranty are not obtained from the general contractor, Developer shall warrant such work for such one year period. Developer shall also be responsible for enforcing the rights under the such warranty for the benefit of Agency and Salt Lake County.
4. Conditions to Incentive Payment. Unless waived by Agency, the following conditions

must be satisfied before Agency shall be obligated to make any disbursement of Tax Increment under this Participation Agreement (collectively referred to as the “Conditions to Incentive”):

- 4.1. Agency shall have completed its payment obligations, which as of the date of this Participation Agreement are equal to Six Hundred Fifty-Five Thousand Four Hundred Seventy-Two and no/100 Dollars (\$655,472.00), at the times and in the amounts set forth in that certain Tax Increment Reimbursement Agreement for the Magna/Arbor Park Urban Renewal Area, dated October 9, 2012.
- 4.2. No Default. Developer shall not be in default under this Participation Agreement beyond any applicable cure periods as set forth in Section 7.
- 4.3. Required Submissions. Developer shall submit the following information for review and approval by Agency: a) a Scope of Work providing the specific elements of the Development generally described in Exhibit “C”; b) a Schedule showing the respective times for completion of elements of the Development and performance of certain other obligations as described in the Scope of Work; c) a Project Budget identifying, by activity, the Developer’s costs for completion of the elements of the Development as described in the Scope of Work. Upon confirmation by the Agency that the foregoing are consistent with prior submittals of the same to the Agency, the Scope of Work, Schedule and Project Budget shall be incorporated into this Participation Agreement as Exhibits “D,” “E,” and “F,” respectively. The Scope of Work, Schedule, and Project Budget may be revised by a written amendment to this Participation Agreement, signed by both Parties
- 4.4. Completed Development. Developer shall have completed the development, redevelopment, improvements and construction of the Development in accordance with the terms of this Participation Agreement. By March 31st of each year until the Development is complete, Developer shall provide Agency with a written report detailing the progress made to date and, upon request of Agency, shall allow Agency to make a site visit.
- 4.5. Payment of taxes. Developer shall be current of its payment of all real estate taxes or assessments due with respect to the Property (except to the extent Developer is contesting the same in accordance with applicable laws).
5. Developer’s Incentive. The Agency shall pay the Developer an Incentive from the Tax Increment generated from the Project Area. The Incentive payment shall occur annually when Tax Increment is available and received by the Agency. Each annual Incentive payment shall be made in the following amounts and subject to the following limitations:
  - 5.1. The amount of each annual Incentive payment shall equal 75% of the total amount of Tax Increment collected by the Salt Lake County Treasurer during the preceding tax year and actually received by the Agency, minus \$10,128.

- 5.2. In no event shall the total cumulative Incentive payments made by the Agency to the Developer under this Participation Agreement exceed \$5,900,000 in the aggregate.
  - 5.3. In no event shall Agency be required to pay an amount exceeding the Tax Increment actually collected from the Project Area and actually received by Agency from the Salt Lake County Treasurer.
  - 5.4. In no event shall Agency be required to make any payment of funds that were: a) collected from the Project Area prior to the execution of this Participation Agreement; or b) received by Agency prior to the execution of this Participation Agreement.
6. Disbursements of Developer's Incentive. Subject to compliance with the provisions of this Participation Agreement, Agency shall, during the Incentive Term, make annual Incentive payments to the Developer. Agency shall request Tax Increment annually in accordance with the Project Area Plan. Agency has no obligation to pay the Developer except from the Tax Increment generated from the Project Area and actually received by Agency.
- 6.1. Annual Payments. Agency agrees to make an Incentive payment to Developer each year during the Incentive Term in an amount set forth in Section 5, until the earlier to occur of: a) Developer has received an amount equal to the Developer's Total Incentive Amount; or b) the expiration of the Incentive Term.
  - 6.2. Due Date. If the Incentive Commencement Date is between January 1st and October 15th of any given year, Agency shall pay the first disbursement by April 30th following the first full tax year after the Incentive Commencement Date; if the Incentive Commencement Date occurs between October 15th and January 1st, then Agency shall pay the first disbursement by April 30th following the second full tax year after the Incentive Commencement Date. Thereafter, each annual disbursement shall be due and payable thirty days following the later of: a) the Agency's receipt of Tax Increment collected by the Salt Lake County Treasurer during the preceding tax year; and b) April 30th of the current tax year.
  - 6.3. Limitation on Tax Increment Obligation of Agency. Developer acknowledges that certain increases or decreases in the base taxable value of the Property as contemplated in Section 17C-1-408(2) of the Act cannot be paid by Agency because Agency does not receive these increases or decreases as a part of Tax Increment. Agency makes no representation (and Developer assumes all risk) with regard to the amount of Tax Increment (if any) that will be available to pay Incentives.
7. Default. Neither Party shall be in default under this Participation Agreement unless such Party fails to perform an obligation required under this Participation Agreement within thirty days after written notice is given to the defaulting Party by the other Party, reasonably setting forth the respects in which the defaulting Party has failed to perform such obligation. If the nature of the defaulting Party's obligation is such that more than

thirty days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance within such thirty day period and, after such commencement, diligently prosecutes the same to completion.

7.1. Remedies. In the event of an uncured default by Agency within the applicable time for performance and cure period, Developer shall have all remedies available at law or in equity. In the event of an uncured default by Developer of obligations and covenants pertaining to the Development within the applicable time for performance and cure period (including, without limitation, any period during which a Mortgagee is entitled to notice and/or may cure), Agency may at its option, either: a) refuse to make any Incentive payment until the default is fully cured; or b) reduce the amount of Incentive Payment(s) by the amount incurred by Agency to cure such default and/or the loss sustained by Agency as a result of such default. With regard to all other defaults, the Parties shall have all remedies available at law or in equity.

8. Transfer and Assignment.

8.1. Approval by Agency. It is contemplated that Developer may sell all or a portion of the Property to persons who shall in turn construct all or parts of the Development. Developer shall not assign less than its entire right or obligation under this Participation Agreement without the prior written consent of Agency, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, the foregoing shall not prevent Developer from conveying the Property without assigning Developer's rights hereunder.

9. Mortgagee Protection.

9.1. Definitions. As used in this Section, each of the following terms shall have the indicated meaning:

9.1.1. "Mortgage" means a mortgage, or a deed of trust, or other security agreement recorded in the Official Records.

9.1.2. "Mortgagee" means the mortgagee under a mortgage, the beneficiary under a deed of trust or the secured party under any security agreement recorded with respect to the Property or any portion thereof in the Official Records.

9.1.3. "Official Records" means the official records of the Salt Lake County Recorder, State of Utah.

9.1.4. "Qualified Mortgagee" means a Mortgagee of which Agency has been given written notice, including such Mortgagee's name and address. A Qualified Mortgagee shall be a Mortgagee of public record as evidenced by a title report delivered to Agency.

- 9.2. Obligations of Mortgagee. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any Qualified Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Reimbursement Agreement.
- 9.3. Notices; Right to Cure. On delivering to Developer any notice, demand or other communication pursuant to the provisions of this Reimbursement Agreement, Agency shall at the same time deliver copies of such notice to each Qualified Mortgagee at the latest address provided to Agency by such Qualified Mortgagee. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of a Qualified Mortgagee unless a copy of such notice has been delivered to such Qualified Mortgagee in accordance with the immediately preceding sentence. Each Qualified Mortgagee shall have the right to remedy a default, or cause the same to be remedied within the time allowed to Developer plus, in the case of monetary defaults, an additional thirty (30) days and, in the case of non-monetary defaults, an additional thirty (30) days; provided, however, that if a non-monetary default reasonably requires more than thirty (30) days to cure (or commencement or completion of cure within the specified period is impossible due to force majeure delays), each Qualified Mortgagee shall have the right to remedy such default if such Qualified Mortgagee promptly commences such cure and thereafter diligently prosecutes such cure to completion.
- 9.4. Performance. A Qualified Mortgagee shall have the right to act for and in the place of Developer in the event a foreclosure is completed on the Property and title vests in the Qualified Mortgagee. In such case, Agency shall accept performance by or on behalf of a Qualified Mortgagee as if the same had been performed by Developer.
- 9.5. Recognition. Within 30 days of a written request together with evidence as Agency may reasonably require that a proposed Qualified Mortgagee in fact meets the requirements of a Qualified Mortgagee as set forth herein, Agency agrees to execute, acknowledge and deliver to such Qualified Mortgagee an instrument stating that such Qualified Mortgagee is a "Qualified Mortgagee" entitled to the benefits of this Section.
- 9.6. Estoppel Certificate. Within thirty (30) days after a request by Developer, a Qualified Mortgagee, or a proposed Qualified Mortgagee, Agency shall issue a certificate (if such be the fact) confirming that: a) this Reimbursement Agreement is in full force and effect; b) no default (or event which with the giving of notice or passage of time, or both) exists on the part of Developer or Agency under this Reimbursement Agreement; and c) such other matters pertaining to this Reimbursement Agreement as may reasonably be requested. The Person requesting the certificate shall be entitled to rely on the certificate.

10. Miscellaneous.

- 10.1. Captions. The captions, headings, and arrangements used in this Participation Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions of this Participation Agreement.
- 10.2. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.
- 10.3. Notices. All notices to be given under this Participation Agreement shall be made in writing and shall be deemed given as follows: a) upon personal delivery; b) upon delivery if sent by email; c) upon the next business day immediately following the day sent if sent by overnight express carrier; or d) upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties are deliverable to the following addresses (or to such other address or addresses as shall be specified in any notice given):

If to Developer:           MWIC Magna, LLC  
                                  c/o Lake Union Partners  
                                  401 North 36<sup>th</sup> Street, Suite 104  
                                  Seattle, Washington 98103  
                                  Attn: Tyson Feaster  
                                  Email: tyson@lakeunionpartners.com

If to Agency:               Redevelopment Agency of Salt Lake County  
                                  2001 South State, #S2100  
                                  Salt Lake City, Utah 84190  
                                  Attn: Executive Director  
                                  Email: jmgibb@slco.org

With a copy to:           Salt Lake County District Attorney  
                                  Civil Division  
                                  35 East 500 South  
                                  Salt Lake City, Utah 84111

- 10.4. Indemnification. Developer agrees to hold harmless and indemnify agency and Salt Lake County, their officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including Developer, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, the Developer's breach of this Participation Agreement or any acts or omissions of or by Developer, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Participation Agreement. The Developer

agrees that its duty to indemnify Agency and Salt Lake County under this Participation Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Agency and Salt Lake County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of Agency or Salt Lake County.

- 10.5. Governing Law. This Participation Agreement is intended to be performed in the State of Utah, and the laws of Utah shall govern the validity, construction, enforcement and interpretation of this Participation Agreement.
- 10.6. Amendments. This Participation Agreement may be amended or supplemented only by an instrument in writing executed by both Agency and Developer. In the event Developer wishes Agency to consider any amendment of the terms of the Participation Agreement, Developer agrees to pay Agency's reasonable expenses, including but not limited to legal and consulting expenses whether or not Agency approves the request.
- 10.7. Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Agency and Developer, Agency and Developer agree to perform, execute and deliver or cause to be performed, executed, and delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.
- 10.8. Survival. Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Participation Agreement and the performance by Developer of its obligations hereunder, including but not limited to, the provisions of Section 3.3.
- 10.9. Constructive Notice and Acceptance. Every Person who now owns or hereafter acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained in this Participation Agreement, regardless of whether any reference to this Participation Agreement is contained in the instrument by which such Person acquired an interest.
- 10.10. Recording. This Participation Agreement or a notice or memorandum of this Participation Agreement shall be recorded in the Official Records.
- 10.11. No Relationship of Principal and Agent. Nothing contained in this Participation Agreement, nor any acts of the Parties, shall be deemed or construed to create the relationship of principal and agent, or of limited or general partnership, or of joint venture or of any other similar association between Agency, its successors or assigns, and Developer, its successors or assigns.

- 10.12. No Presumption. This Participation Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.
- 10.13. Exhibits. All references to “Exhibits” contained herein are references to exhibits attached hereto, all of which are deemed incorporated herein and made a part hereof for all purposes.
- 10.14. Expiration of this Participation Agreement. This Participation Agreement shall automatically expire upon the expiration of the Incentive Term.
- 10.15. Non-liability of Agency Officials and Employees. No member, official, or employee of Agency shall be personally liable to Developer, or any successor-in-interest, in the event of any default or breach by Agency, or for any amount which may become due to Developer or its successor, or on any obligation under the terms of this Participation Agreement.
- 10.16. Governmental Immunity. Nothing in this Participation Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to Agency under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.
- 10.17. Invalid Provisions. If any provision of this Participation Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Participation Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Participation Agreement; and the remaining provisions of this Participation Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Participation Agreement, provided, however, that such illegal, invalid or unenforceable provision does not relieve Developer from meeting the requirements of this Participation Agreement.
- 10.18. Reasonableness. Notwithstanding anything to the contrary in this Participation Agreement, when the consent, approval, acceptance or agreement of any Party is required or contemplated, such consent, approval, acceptance or agreement shall not be unreasonably withheld or delayed; provided, this provision shall not bind Agency with respect to its legislative actions.
- 10.19. No Third-Party Rights. This Participation Agreement does not create any rights or benefits to third parties unless otherwise stated.
- 10.20. Integration. This Participation Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may

only be modified by a subsequent writing duly executed and approved by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Participation Agreement as of the day and year first above written.

REDEVELOPMENT AGENCY OF SALT LAKE COUNTY:

\_\_\_\_\_  
Chairperson, Governing Board

Date: \_\_\_\_\_

Reviewed as to Form:

By: \_\_\_\_\_

Salt Lake County  
Deputy District Attorney

Date: \_\_\_\_\_

MWIC MAGNA, LLC:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## LIST OF EXHIBITS

EXHIBIT A	Project Area Plan
EXHIBIT B	Legal description of the Property
EXHIBIT C	Development description
EXHIBIT D	Scope of Work
EXHIBIT E	Schedule
EXHIBIT F	Project Budget

**EXHIBIT A**  
Project Area Plan

(See Attached)

**MAGNA/ARBOR PARK PROJECT AREA**

**URBAN RENEWAL PLAN**

**Adopted June 16, 2009**

**Proposed Revisions May, 2012**

**SALT LAKE COUNTY REDEVELOPMENT AGENCY**



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**TABLE OF CONTENTS**

**1. INTRODUCTION.....1**

**2. RECITALS OF PRECONDITIONS FOR DESIGNATING A URBAN RENEWAL PROJECT AREA .....1**

**3. DEFINITIONS.....2**

**4. DESCRIPTION OF THE PROPOSED URBAN RENEWAL AREA .....5**

**5. A SUMMARY OF LAND USE, PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND THE CONCEPTUAL PLAN FOR THE PROPOSED PROJECT AREA .....5**

**6. STANDARDS GUIDING DEVELOPMENT.....6**

**7. HOW THE PURPOSES OF STATE LAW WOULD BE ATTAINED BY THE URBAN RENEWAL.....7**

**8. CONFORMANCE OF THE PROPOSED URBAN RENEWAL TO THE COMMUNITY'S GENERAL PLAN.....7**

**9. URBAN RENEWAL PURPOSES AND OBJECTIVES .....8**

**10. HOW THE PROPOSED URBAN RENEWAL ACTIVITIES WILL REDUCE OR ELIMINATE BLIGHT .....8**

**11. NECESSITY AND APPROPRIATENESS OF PLAN TO ELIMINATE BLIGHT .....8**

**12. DESCRIPTION OF THE SPECIFIC PROJECT THAT IS THE OBJECT OF PROPOSED URBAN RENEWAL.....9**

**13. METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE URBAN RENEWAL.....10**

**14. REASONS FOR SELECTION OF PROJECT AREA.....11**

**15. DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA.....11**

**16. DESCRIPTION OF TAX INCENTIVES OFFERED.....11**

**17. BENEFITS ANALYSIS.....12**

**18. EXISTING BUILDINGS AND HISTORICAL BUILDINGS .....15**

**19. OWNER PARTICIPATION.....16**

**20. RELOCATION PLAN.....16**

**21. REVIEW OF URBAN RENEWAL PROPOSALS.....16**

**22. IMPLEMENTING THE PLAN.....16**

**23. PROJECT FINANCING.....19**

**24. PROVISIONS FOR AMENDING PLAN.....20**

**E XHIBITS .....21**

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**TABLE OF EXHIBITS**

Supporting Documents.....A  
Map of the Project Area.....B  
Legal Description of Project Area .....C  
Project Area Zoning Map .....D  
Project Area Conceptual Plan .....E

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**1. Introduction and Overview**

In 2007 Wikstrom Economic & Planning Consultants, Inc. ("Wikstrom") completed an analysis of tax increment investment opportunities in the Kearns, Magna and Millcreek areas of unincorporated Salt Lake County. As a result of that analysis several potential future Urban Renewal, Economic Development and Community Development areas were identified and ranked. The Arbor Park area of Magna Township was identified in the 2007 study as being appropriate for investment of public tax increment dollars through an Urban Renewal or Community Development area. Additional analysis of the area completed by Jonnalyne Walker in 2008 indicated that a blight study of the area should be initiated to evaluate the presence of blight.

Salt Lake County Redevelopment Agency requested Wikstrom prepare an Urban Renewal Project Area Plan including an Economic Benefits Analysis in conformance with the requirements of Utah Code Annotated § 17C-2-103 for the project area located at approximately 8400 West and 3500 South. A map of the proposed project area is included as Exhibit B.

The Board of Directors of the Salt Lake County Redevelopment Agency has determined that the Magna Arbor Park Project Area ("Project Area") meets the criteria for creation of an Urban Renewal Area. The area requires rehabilitation and development to ensure a viable economic future for the community. Creation of the area will result in the removal of blight and restoration of economic viability to the community. The proposed urban renewal plan is the first step in establishing this area as a gateway neighborhood for the community that includes public, residential, commercial and office uses. This plan will guide and control the urban renewal undertakings in the Magna Arbor Park Project Area.

**2. Recitals of Preconditions for Designating an Urban Renewal Project Area**

- a. Pursuant to the provisions of § 17C-2-101 of the Community Development and Renewal Act ("Act"), the governing body of the Salt Lake County Redevelopment Agency ("Agency") designated, by resolution, a survey area on December 2, 2008. The governing body found that the survey area required study to determine whether or not one or more redevelopment projects were feasible and contained a description and map of the boundaries of the survey area; and
- b. Within one year from the date of authorization; and
- c. Pursuant to § 17C-2-102(1)(a)(ii), 17C-2-302 and 17C-2-303 of the Act, the Agency made a finding of blight on April 7, 2009 by resolution, after a Blight Hearing was held on April 7, 2009; and

- d. Pursuant to § 17C-2-102(1)(b) of the Act, the Salt Lake County Taxing Entity Committee adopted a resolution adopting a finding of blight for the Magna Arbor Park Project Area on June 11, 2009; and
- e. Pursuant to the provisions of § 17C-2-102(2)(a) and (b) of the Act, Salt Lake County has a planning commission and a general plan as required by law; and
- f. Pursuant to the provisions of § 17C-2-102(1)(a)(ii)(B)(II) of the Act, the Agency selected, by resolution, a Project Area hereinafter described comprising all of the proposed survey area; and
- g. Pursuant to the provisions of § 17C-2-102 of the Act, the Agency has conducted one or more public open houses for the purpose of informing the public about the proposed Project Area, allowing public input into the Agency's deliberations and considerations regarding the proposed Project Area; and
- h. Pursuant to the provisions of § 17C-2-102(1)(a)(vii) of the Act, the Agency provided an opportunity for the State Board of Education and each taxing entity that levies a tax on property within the proposed project area to consult with the Agency regarding the draft project area plan prior to the date of the public hearing; and
- i. Pursuant to the provisions of § 17C-2-102(1)(iv) of the Act, the Agency has made a draft of the project area plan available to the public at the agency's offices during normal business hours, provided notice of the plan hearing and held a public hearing on the draft plan on June 16, 2009.

### 3. **Definitions**

As used in this Urban Renewal Project Plan:

- a. **"Act"** means and includes the former Utah Redevelopment Agencies Act, to the extent applicable, the current Utah Community Development and Renewal Agencies Act as found in Title 17C, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor law or act.
- b. **"Agency"** means the Salt Lake County Redevelopment Agency as

designated by the County to act as the Community Development and Renewal Agency.

- c. **"Base tax amount"** means the taxable value of the property within a project area from which tax increment will be collected, as shown upon the assessment roll last equalized before the date of the taxing entity committee's approval of the first project area budget.
- d. **"Blight" or "blighted"** means the condition of an area that meets the requirements of Subsection 17C-2-303(1) of the Act.
- e. **"Blight study"** means the study to determine the existence or nonexistence of blight within a survey area as provided in Subsection 17C-2-301 of the Act.
- f. **"Bond"** means any bonds, notes, interim certificates, debentures, or other obligations issued by the Agency.
- g. **"County"** means Salt Lake County.
- h. **"Community"** means the County.
- i. **"Legislative body"** means the County Council of Salt Lake County which is the legislative body of the community.
- j. **"Plan hearing"** means the public hearing on a draft project area plan required under Subsection 17C-2-102(1)(a)(viii) of the Act.
- k. **"Planning commission"** means the Salt Lake County Planning and Zoning Commission established pursuant to law or charter.
- l. **"Project area"** means the geographic area described in a project area plan or draft project area plan where the urban renewal set forth in this project area plan will take place.
- m. **"Project area budget"** means a multi-year projection of annual or cumulative revenues and expenses and other fiscal matters pertaining to the urban renewal project area that includes:
  - i. the base taxable value of property in the project area;
  - ii. the projected tax increment expected to be generated within the project area;
  - iii. the amount of tax increment expected to be shared with other taxing entities;
  - iv. the amount of tax increment expected to be used to implement the project area plan, including the estimated amount of tax increment to



- iii. Altering, improving, modernizing, demolishing, reconstructing, or rehabilitating, or any combination of these, existing structures in a project area;
- iv. Providing open space, including streets and other public grounds and space around buildings;
- v. Providing public or private buildings, infrastructure, structures, and improvements;
- vi. Providing improvements of public or private recreation areas and other public grounds; and
- vii. "Redevelopment" as defined under the law in effect before May 1, 2006 if the context requires.

#### **4. Description of the Proposed Urban Renewal Area**

##### **a. Map of the Project Area**

The map of the Project Area is attached as Exhibit "B" and incorporated herein. The general boundaries of the approximately 41 acre project area are roughly the north east, south west and south east corners of the intersection of 8400 West and 3500 South in Magna, Salt Lake County, Utah.

##### **b. Legal Description**

A legal description of the area is attached Exhibit "C" and made a part of this plan.

#### **5. A Summary of Land Use, Principal Streets, Population Densities, Building Intensities and the Conceptual Plan for the Proposed Project Area**

##### **a. Existing Land Use Map**

A map of existing zoning in the project area is included as Exhibit "D" and made a part of this plan. It indicates the layout of principal streets serving the area.

The principal streets are 8400 West (SR 111) and 3500 South (SR 171). Principal land uses in the area are public and commercial including office and retail uses.

##### **b. Population Densities**

The area is a commercial area which can be characterized as low intensity daytime and evening use. There are low- and medium-density residential neighborhoods surrounding the area.

c. Building Intensities

Buildings in the area are generally single- or two-story commercial structures including a defunct grocery store, movie theater and closed gas station as well as several vacant multi-story office structures.

d. Impact of Urban Renewal on Land Use, Population Densities and Building Intensities

i. *Conceptual Plan*

The proposed conceptual land use plan for the project area is included as Exhibit "E" and made a part of this plan. It indicates the type and location of land uses in the project area and the major new infrastructure that is planned for the area.

ii. *Impact of Urban Renewal*

Urban renewal will consist of the removal of blighted structures and the construction of new structures and improvements. Urban renewal will also include some development of vacant and/or underutilized areas in the Project Area and improvements to infrastructure in areas of existing development. This will result in increased population densities and increased building intensities as some of the planned development will be multi-story structures for both residential and nonresidential uses.

**6. Standards Guiding Development**

In order to provide maximum flexibility in the development of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to: appropriate elements of Salt Lake County's General Plan; the Zoning Ordinance of the County; deed restrictions if the property is acquired and resold by the RDA, other applicable building codes and ordinances of the County; and, as required by ordinance or agreement, review and recommendation of the Salt Lake County Planning and Zoning Commission and approval by the Agency. Development proposals shall be accompanied by site plans, development data and other appropriate material that clearly describe the extent of development proposed, and any other data determined necessary or requested.

In addition to the requirements set forth in existing and future elements of the County's General Plan and zoning ordinance, projects accessing project area funds will be encouraged to:

- a. Meet or exceed a Leadership in Energy Efficiency Design (LEED) silver standard for commercial buildings; or
- b. Energy star certification for residential structures and
- c. Include pedestrian walkways meeting or exceeding minimum Salt Lake County standards to provide connectivity within the development and to adjacent properties and uses.

**7. How the Purposes of State Law would be Attained by the Urban Renewal**

The purposes of the Act will be attained as a result of the proposed urban renewal project by accomplishing the following items:

- a. Planning, Design, Development, Demolition, Clearance, Construction, Rehabilitation or any Combination of These

The proposed urban renewal project includes the demolition of obsolete and abandoned commercial and industrial structures.

- b. The Provision of Residential, Commercial, Industrial, Public or any Combination of These Uses

The proposed urban renewal project is a development containing public, residential, retail and office uses.

- c. Provision of Public Infrastructure

The proposed urban renewal project will upgrade existing infrastructure into an area that has obsolete public infrastructure and inadequate internal circulation and pedestrian access to support future development.

**8. Conformance of the Proposed Urban Renewal to the Community's General Plan**

Proposed urban renewal projects shall conform to the general plan of the County in the following respects:

- a. Zoning Ordinances

The property is currently zoned C-2 and RM. The currently permitted land uses in the area will not be directly changed as a result of this plan except for increases in the amount of retail and residential uses within the Project Area. However, the County may or may not determine to propose zoning ordinance amendments in order to aid in or promote urban renewal or for other reasons.

b. Conceptual Plan

A conceptual plan for the area is attached as Exhibit "E."

c. Building Code

The proposed project will be constructed in accordance with the building codes of Salt Lake County. In addition, new and refurbished buildings accessing project funds will be encouraged to meet LEED silver or energy star criteria as appropriate.

The Salt Lake County Planning Commission was briefed on the Plan on June 11, 2009.

**9. Urban Renewal Purposes and Objectives**

The proposed project accomplishes the purposes of the Act in furthering urban renewal in the following ways:

- i. Reduces or eliminates blight;
- ii. Strengthens the tax base and the economic health of the County, and the entire State of Utah;
- iii. Provides quality development to ensure the long-term physical and economic vitality of the Project Area;
- iv. Reduces traffic hazards through appropriate site access;
- v. Creates housing for Salt Lake County residents; and
- vi. Restores the integrity of a once vital neighborhood.

The real property located within the proposed Project Area is intended to be used for the construction of commercial, office and residential structures. The proposed conceptual plan for the project area is included as Exhibit "E."

**10. How the Proposed Urban Renewal Activities will Reduce or Eliminate Blight**

Large portions of the Project Area are blighted due to defective construction, poor maintenance and deterioration of sites, continued disuse and obsolescence. This area will require large expenditures to remove deteriorating structures and install infrastructure needed to attract development. Urban renewal area designation will provide the funding necessary to prepare the area for development activities.

**11. Necessity and Appropriateness of Plan to Eliminate Blight**

The project area has generated limited development interest because of blighted structures requiring demolition at a major intersection (3500 South and 8400 West). Privately funded redevelopment is not feasible due to the extraordinary costs associated with building demolition and considerable investment required to upgrade infrastructure in the project area. This is a neighborhood in transition. By

removing blighted structures at a key intersection and attracting new, private investment, the Urban Renewal Area can prevent the surrounding area from slipping further into disrepair and abandonment.

Removal of blighted structures and improvement of infrastructure in the area is necessary in order to make development economically feasible at the site. Improvement of this key intersection will remove the major obstacle to development, and will spur development in surrounding areas as well.

**12. Description of the Specific Project that is the Object of Proposed Urban Renewal**

The proposed Urban Renewal Project Area is approximately 41 acres of privately-owned property located in the County. The approximate boundaries of the project area are the north east corner, south west corner and south east corner of the intersection of 8400 West 3500 South. Current land uses in the project area include commercial and industrial. Land within the project area is owned by the following property owners:

2008

parcel_id	TOTAL_ACRES	own_name	FINAL_VALUE
14321260180000	0.94	A MEINOR ENTERPRISE LLC	\$766,800.00
14321260290000	0.28	ARBOR COMERCIAL PROPERTIES LC	\$23,500.00
14322010190000	0.02	ARBOR PARK ASSOCIATES	\$24,000.00
14322010640000	3.32	ARBOR PARK ASSOCIATES LC	\$1,320,000.00
14322010390000	4.00	ARBOR PARK ASSOCIATES, LC	\$1,116,900.00
14322010400000	0.55	ARBOR PARK ASSOCIATES, LC	\$665,700.00
14322010420000	4.35	ARBOR PARK ASSOCIATES, LC	\$2,500,000.00
14322010630000	5.03	ARBOR PARK ASSOCIATES, LC	\$1,914,200.00
14321260270000	1.22	ARCHLAND PROPERTY 1, LLC	\$1,381,400.00
14322010430000	0.51	BOYER GUST PARTNERSHIP	\$1,265,300.00
14322010440000	1.00	BOYER GUST PARTNERSHIP	\$273,300.00
14322010624001	0.88	BOYER GUST PARTNERSHIP	\$244,000.00
14322010624002	0.24	BOYER GUST PARTNERSHIP	\$66,600.00
14294520020000	0.08	COON, L JOHN &	\$29,600.00
14294520010000	0.32	COON, L JOHN & ENID A	\$119,000.00
14321260110000	1.84	CYPRUS CREDIT UNION	\$2,076,800.00
14294530110000	0.58	CYPRUS PLAZA, L L C	\$327,700.00
14294530210000	0.23	ELLERS, KENNETH H	\$336,600.00
14322010070000	0.37	FIRST SECURITY BANK OF UTAH,	\$520,100.00
14322010150000	0.39	GUST ARCTIC CIRCLE FAMILY	\$481,800.00
14322010160000	0.33	GUST, HELEN	\$147,000.00
14321260150000	0.94	HARMAN, LEON W; TR	\$894,500.00
14294530200000	1.15	M & M PRESCRIPTION	\$1,181,000.00
14322010040000	2.43	MCFM PROPERTIES, LLC	\$349,600.00
14322010614001	3.72	OM ENTERPRISES COMPANY	\$5,374,100.00
14322010614002	4.58	OM ENTERPRISES COMPANY	\$2,675,800.00
14321260190000	1.51	WAGSTAFF INVESTMENTS LLC	\$500,700.00
14322010010000	0.59	ZIONS FIRST NATIONAL BANK	\$495,400.00
	41.40		\$19,021,500.00

### **13. Method of Selection of Private Developers to Undertake Urban Renewal**

The agency has identified the following rules to guide participation of property owners, developers and other interested parties in undertaking implementation of this Plan. These rules will be followed by the Agency in selecting private developers to undertake urban renewal within the Project Area according to terms and conditions established by the Agency. A summary is as follows:

#### **a. Qualified Owners**

The urban renewal plan provides reasonable opportunities for owners of property in the project area to participate in the urban renewal of property in the project area if they enter into a participation agreement with the Agency. The following rules apply:

- i. Owners may retain, maintain, and if necessary rehabilitate, all or portions of their properties;
- ii. Owners may acquire adjacent or other properties in the project area;
- iii. Owners may sell all or portions of their improvements to the Agency, but retain the land, and develop their properties;
- iv. Owners may sell all or portions of their properties to the Agency and purchase other properties in the project area;
- v. Owners may sell all or portions of their properties to the Agency and obtain preferences to re-enter the project area;
- vi. Tenants may have opportunities to become owners of property in the project area, subject to the opportunities of owners of property in the project area; and
- vii. Other methods as may be approved by the Agency.

The Agency may extend reasonable preferential opportunities to owners and tenants in the project area ahead of persons and entities from outside the project area, to be owners and tenants in the project area during and after the completion of the urban renewal.

b. Other Parties

If no owner in the Project Area, as described above, who possesses the skill, experience and financial resources necessary to become a developer in the project area is willing to become a developer, the Agency may identify other persons who may be interested in developing all or part of the Project Area. Potential developers will be identified by one or more of the following processes: public solicitation, requests for proposal (RFP), private negotiation, or some other method of identification approved by the Agency.

c. Persons Expressing an Interest to Become a Developer

The Agency has not nor does it intend to enter into any owner participation agreement or agreements with developers to develop all or part of the Project Area until after the Agency and the County decide whether or not to adopt an urban renewal plan for the Project Area. The Agency has been contacted by the following developers expressing an interest in the area: Arbor Commercial.

**14. Reasons for Selection of Project Area**

The project area was selected as a result of a multi-year analysis which identified the Magna/Arbor Park area as an underperforming commercial area. The surrounding neighborhoods are at risk for continued deterioration and declining values as a result of the blighted commercial area located at 8400 West and 3500 South. Although there has been some new investment on the fringes of the area, including two relatively new fast food restaurants private investment will be limited as a result of the large blighted, primarily vacant, retail center and office buildings on the south east corner of the intersection.

Due to blighted conditions, limited accessibility and inadequate infrastructure the project area will likely not develop through normal market means. The area failed to redevelop during the last economic cycle as a result of deteriorated conditions.

**15. Description of Physical, Social and Economic Conditions Existing in the Project Area**

The project area has suffered from a lack of reinvestment as a result of: 1) blighted properties including abandoned structures and general deterioration in the area; 2) inadequate traffic access and circulation interior to the proposed project area; and 3) dilapidated prior uses blocking investment in higher intensity desired uses, such as office and multi-story housing.

**16. Description of Tax Incentives Offered**

Salt Lake County Redevelopment Agency proposes to offer property owners and developers reimbursement for costs associated with installation of necessary

public infrastructure, demolition and removal of blighted structures and elimination of blight in the project area. Tools may include grants and low interest loans to property owners and developers as well as land write downs and reimbursement for installation of improvements. The source of funds for reimbursement will be tax increment generated through investment in the project area. Relocation assistance may be offered for uses incompatible with the urban renewal plan in accordance with the Agency's Relocation Assistance Policy.

## **17. Benefits Analysis**

### **Requirements of Analysis**

The Benefits Analysis is prepared in full compliance with UCA § 17C-2-103(2) and addresses the following issues as outlined in the Act:

- a. The benefit of financial assistance or public subsidy proposed to be provided by the Agency including:
  - i. reasonableness of urban renewal costs;
  - ii. efforts to maximize private development;
  - iii. rationale for use of tax increment including an analysis of whether the development might reasonably be expected to occur in the foreseeable future solely through private investments; and
  - iv. the amount of time and amount of increment that will be required.
- b. A description of public benefit including:
  - i. benefits to local tax base;
  - ii. associated business and economic activity stimulated by the project; and
  - iii. whether adoption of the project area plan is necessary and appropriate to reduce or eliminate blight.

### **Analysis**

The following analysis is organized according to the above-outlined sections of Utah Code.

#### **A. The benefit of public subsidy requested including:**

##### **1. Evaluation of reasonableness of urban renewal costs**

Tax increment monies are needed in order to facilitate the installation of public infrastructure including gateway treatments, roads, curb, gutter and sidewalk, water lines, sewer lines and storm water facilities. Tax increment funds will also be utilized to offset the costs of demolition and removal of blighted structures from private property.

Overall investment in infrastructure is estimated at \$7.2 million. An additional \$2.5 for demolition and removal of blighted, abandoned private structures would also be made available within the area.

The 41 acre project area is projected to be absorbed into the Salt Lake County market over an 18 year period ultimately resulting in a projected increased taxable value of \$52 million. The source of funding for this increased value is anticipated to be primarily through private investment. However, private investment in the area has been delayed, and is anticipated to continue to be delayed due to the lack of adequate infrastructure and presence of blighted, deteriorating buildings in the area. The approximately \$5 million (\$2009) increment anticipated to be generated over the 15 year life of the project represents approximately 9.5 percent of the total anticipated increase in taxable value through private investment.

## **2. Efforts to maximize private investment**

Development of the 41 acres located within the proposed project area will occur primarily through private investment. An estimated \$7.2 million is needed to install infrastructure throughout the project area. Additional tax increment will be made available as reimbursement to private developers to offset a portion of the costs associated with demolition and removal of blight and energy efficiency upgrades.

## **3. Rationale for use of tax increment including an analysis of whether the development might reasonably be expected to occur in the foreseeable future solely through private investment.**

The Magna area of Salt Lake County is a small community of approximately 23,000 residents as of the 2005 census estimates. Magna is located in the Salt Lake metropolitan area and competes with Salt Lake City, West Valley City, West Jordan and other Salt Lake Valley jurisdictions for development and new tax dollars. Several years of flight of commercial investment to adjacent communities was reflected in the Magna Economic Development Strategy completed in 2005. The 2005 study identified leakage of sales in almost every major retail category. Competing commercial sites have upgraded infrastructure or have access to tax increment funds through redevelopment areas in other jurisdictions.

parcels on a level playing field with other potential development sites in the community.

**4. The amount of time and increment that will be required.**

The Magna Arbor Park Budget is proposed as 90 percent of available tax increment for years one (1) through five (5), 85 percent for years six (6) through ten (10) and 80 percent for years 11 through 15. Current projection of total tax increment generated from the Magna Arbor Park project area is \$5 million. Tax increment available for affordable housing as a result of 20 percent for housing is projected to be approximately \$1 million and administration at five percent is \$250,000. Projected tax increment available for reimbursement of infrastructure and demolition costs within the project area is \$3.7 million available over 15 years.

**B. A description of public benefit including:**

**1. Benefits to Local Tax Base.**

There are several abandoned and vacant properties within the project area which are not currently producing sales or income tax revenues for local taxing entities. Following redevelopment, the business entities which will locate within the area will pay sales, income and other assessed taxes to the various jurisdictions which levy these taxes.

Additionally, following expiration of the project area, the local taxing entities are projected to receive annual property tax in accordance with Table 1.

Table 1: Projected Annual Tax Revenue Generated Following Expiration of Area

Taxing Entity	2008 Tax Rate	Projected Value	Projected Annual Tax
SL Co Municipal Services	0.000662	\$ 66,861,841	\$ 44,263
Salt Lake County	0.001934	\$ 66,861,841	\$ 129,311
Granite School District	0.005316	\$ 66,861,841	\$ 355,438
Salt Lake Valley Fire Service Area	0.001566	\$ 66,861,841	\$ 104,706
Jordan Valley Water Conservancy Dist.	0.000384	\$ 66,861,841	\$ 25,675
Magna Water Company	0.002309	\$ 66,861,841	\$ 154,384
Magna Mosquito Abatement Dist.	0.000044	\$ 66,861,841	\$ 2,942
Salt Lake County Library	0.000497	\$ 66,861,841	\$ 33,230
Central Utah Water Conservancy Dist.	0.000286	\$ 66,861,841	\$ 19,122
<b>Total</b>	<b>0.012998</b>	<b>\$ 66,861,841</b>	<b>\$ 869,070</b>
<i>Source: State Tax Commission, Wikstrom</i>			
* 15 Year area			

**2. Associated business and economic activity stimulated by the economic development.**

In addition to the benefits to the local tax base, renewal of the proposed project area will result in enhanced employment and shopping opportunities for residents of Salt Lake County and surrounding communities. Prior to deterioration of the structures on several of the properties in the proposed project area, the companies located within the project area provided employment for area residents. With renewal of the area, employment centers will return to the vicinity.

Additionally, the project area is located in close proximity to large tracts of currently undeveloped property which will be part of Kennecott Land's West Bench Development. If properly positioned prior to development of new residential neighborhoods south and west of the project area, the area can act as a catalyst for additional investment in the vicinity.

By providing adequate infrastructure and offsetting the extraordinary costs associated with demolition, enhanced economic activity both within and immediately adjacent to the project area is expected to occur.

**3. Is Adoption of the Project Area Plan Necessary to Reduce or Eliminate Blight?**

The finding of blight is based on the presence of the statutorily required criteria within the project area. Five of the seven criteria were present:

1. Dilapidation, deterioration and defective construction;
2. Unsanitary or unsafe conditions;
3. Excessive vacancy/abandonment;
4. Outdated facilities; and
5. High crime rate.

Private investment in the project area, including elimination of blighted structures, has been hampered by the costs of development in the area including installation of necessary infrastructure.

By adopting the proposed project area plan, the extraordinary costs associated with installation of infrastructure and removal of blighted structures can be offset through tax increment.

**18. Existing Buildings and Historical Buildings**

Investment of tax increment in the project area will put the development If there are existing buildings in the Project Area which would qualify as historical buildings, the urban renewal plan shall be in accordance with Subsection 9-8-are included in or eligible for inclusion in the National Register of Historic Places or the State Register.

## **19. Owner Participation**

Record owners of property located within the Project Area shall be provided reasonable opportunities to participate in the urban renewal.

## **20. Relocation Plan**

In accordance with provisions of the Prior Act the Agency adopted "*Rules Governing Relocation Assistance for the Salt Lake County Redevelopment Agency*" (Resolution No. 56, April 7, 2009). These rules were developed in accordance with the Utah Relocation Act in the event that the Agency utilized its power of eminent domain.

## **21. Review of Urban Renewal Proposals**

Each urban renewal proposal by an owner participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of urban renewal proposed, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the County.

## **22. Implementing the Plan**

This Project Area Urban Renewal Plan shall be implemented as approved by the Agency. Techniques to implement the plan may include property acquisition, disposition, relocation and development. They are to be accomplished by:

### **a. Acquisition of Real Property**

The Agency may acquire, but is not required to acquire, any real property located in the Project Area, by gift, devise, exchange, contract, purchase, eminent domain (condemnation), provided at the time acquisition is initiated through eminent domain the Agency's power of eminent domain is authorized by law, or any lawful method including eminent domain. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase, eminent domain (condemnation), provided that at the time acquisition is initiated through eminent

domain the Agency's power of eminent domain is authorized by law, or other lawful method. 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 is 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 and the owner fails or refused to agree to participate in the Plan in a manner acceptable to the Agency.

b. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

c. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, financing, 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 urban renewal 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 in the plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

d. Property Management

During such time that 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 urban renewal.

e. Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this plan. The Agency is authorized to install and construct

facilities, and public utilities, within the project area, not prohibited by law, which are necessary to carry out this 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 also 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.

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 as permitted in the plan. Real property may also be conveyed by the Agency to the County or any other public body without charge.

The Agency shall reserve such 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 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 reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this plan

f. Development

To the maximum extent possible, objectives of the plan are to be accomplished by private enterprise with Agency assistance and review. To provide adequate safeguards to ensure that the provisions of this plan will be carried out, 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 County ordinance, 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 servitude, 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

or to cause to be installed and constructed the public improvements, public 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 and is consistent with this plan. During the period of development in the Project Area, the Agency shall insure that the provisions of this plan and of 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.

## **23. Project Financing**

### **a. Tax Increment Provisions**

The Urban Renewal Plan specifically incorporates the provisions of tax increment financing permitted by the Act, as more specifically set forth in § 17C-1 Part 4 of the Act.

### **b. Procedures for Collection of the Tax Increment**

Before the Agency may collect tax increment from the Project Area, it shall undertake the following:

- i. Initiate the establishment of a taxing entity committee for the Project Area. The taxing entity committee shall be formed in accordance with § 17C-1-402 of the Act and shall exercise the powers set forth therein.
- ii. Prepare a Project Area budget.
- iii. Obtain 2/3 majority consent of the taxing entity committee for the Project Area budget. The Project Area budget may be amended at the initiative of the Agency.

The Agency may collect tax increment for all or part of the Project Area as provided in the Act. The Agency has elected to collect 90 percent of the annual tax increment for years one (1) through five (5), 85 percent for years six (6) through ten (10) and 80 percent for years 11 through 15 commencing from the first tax year the Agency accepts tax increment from the Project Area. The Agency shall notify the taxing entities of its intent to commence tax increment no later than October 1 of the year prior to the first tax year of tax increment. Such commencement shall be, at the discretion of the Agency, when the assessed value of the Project Area has increased to at least \$25 million

(2009\$).

The amount of the base taxable value to be used in determining tax increment shall be altered to reflect changes (as described in § 17C-1-408 of the Act) as a result of:

- i. Any statutes enacted by the Legislature, a judicial decision, or an order from the Utah State Tax Commission to a county to adjust or factor its assessment rate pursuant to Subsection 59-704(2), UCA 1953 as amended;
- ii. Changes in exemptions provided in Article XIII, § 2, Utah Constitution, or § 59-2-103, UCA 1953 as amended; or
- iii. Any increases or decreases in the percentage of fair market value, as defined under § 59-2-102, UCA 1953 as amended and § 178-4-1006 of the Act.

The amount of money allocated to, and when collected paid to the Agency each year for payment of bonds or other indebtedness may not be less than would have been allocated to and when collected paid to the Agency each year if there had been no increase or decrease.

#### **24. Provisions for Amending Plan**

The urban renewal plan may be amended or modified any time by the Agency in the same manner as if the amendment or modification constituted a Project Area Plan being originally proposed or as provided in the Act.

## EXHIBITS

EXHIBIT "A"

SUPPORTING DOCUMENTS

Magna/Arbor Park Project Area Urban Renewal Plan

June 16, 2009

The following documents are part of the Urban Renewal Plan dated June 16, 2009 and are incorporated by reference. The documents support the statements and findings incorporated in the Magna/Arbor Park Urban Renewal Plan.

1. *"Rules Governing Relocation Assistance for the Salt Lake County Redevelopment Agency,"* adopted by the Agency, April, 7, 2009.
2. *"Project Area Housing Plan for the Magna/Arbor Park Urban Renewal Area,"* adopted by the Agency, April, 7, 2009.
3. *Title 19- Uniform Zoning Ordinance,* Salt Lake County, Utah, 1986, as amended.
4. *Salt Lake County Land Use Goals and Policies,* land use sections pertaining to the project.

**EXHIBIT B  
MAGNA/ARBOR PARK PROJECT AREA MAP**



**EXHIBIT C  
MAGNA/ARBOR PARK PROJECT AREA DESCRIPTION**

PARCEL	PARCEL_ID	LEGAL DESCRIPTION (TAX ID)
1432201004	14322010040000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY COM 1092.16 FT S & 68 FT E FR N 1/4 COR SEC 32 T1S R2W SL MER N 87-12'47" E 412.89 FT S 14-12'38" E 35.5 FT E 5.85 FT S 173.25 FT S 52-22' W 324 FT W 213 FT TO STATE ROAD N 382.84 FT TO BEG 2.43 AC. 5958-1705 5958-1703 6398-0722 6598-1457 7462-1665 7462-1667 8734,6174,6177,6188
1432201061	14322010614002	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 734.3 FT & E 68.88 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SLM; N 0-08'17" E 5.11 FT; S 89-40'33" E 511.98 FT; S 0-15'36" W 115.71 FT; S 89-39'43" E 391.33 FT; S 63- 22'42" E 13.48 FT; S 39-23'31" E 48.27 FT; S 0-10'36" W 353.67 FT; W'LY ALG CURVE TO L 407.31 FT; S 69-45'01" W 127.78 FT; N 0-44'30" E 190.73 FT; N 82-16'05" W 8.58 FT; N 14-25'04" W 35.16 FT; S 87-12'47" W 411.49 FT; N 0-08'25" E 357.74 FT TO BEG. LESS THAT PORTION LYING INSIDE ARBOR PARK RDA BNDRY. 4.58 AC M OR L. 6981-1430 6981-1423
1432201062	14322010624002	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 736.623 FT & E 580.854 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SLM; S 89-44'24" E 433.986 FT; S 0-10'36" W 154.865 FT; N 39-23'31" W 48.27 FT; N 63-22'42" W 13.48 FT; N 89- 39'43" W 391.33 FT; N 0-15'36" E 111.18 FT TO BEG. LESS THAT PORTION LYING INSIDE ARBOR PARK RDA BNDRY. 0.24 AC M OR L.
1432201044	14322010440000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG 739.96 FT S & 1316.94 FT E FR N 1/4 COR OF SEC 32, T 1S, R 2W, S L M; S 144.19 FT; N 89-44'24" W 302.55 FT; N 0-10'36" E 144.19 FT; S 89-44'24" E 302.1 FT TO BEG. 1 AC M OR L. 5734-1359
1432201062	14322010624001	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 736.623 FT & E 580.854 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SLM; S 89-44'24" E 433.986 FT; S 0-10'36" W 154.865 FT; N 39-23'31" W 48.27 FT; N 63-22'42" W 13.48 FT; N 89- 39'43" W 391.33 FT; N 0-15'36" E 111.18 FT TO BEG. LESS THAT PORTION LYING OUTSIDE ARBOR PARK RDA BNDRY. 0.88 AC M OR L.

1432201061	14322010614001	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 734.3 FT & E 68.88 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SLM; N 0-08'17" E 5.11 FT; S 89-40'33" E 511.98 FT; S 0-15'36" W 115.71 FT; S 89-39'43" E 391.33 FT; S 63- 22'42" E 13.48 FT; S 39-23'31" E 48.27 FT; S 0-10'36" W 353.67 FT; W'LY ALG CURVE TO L 407.31 FT; S 69-45'01" W 127.78 FT; N 0-44'30" E 190.73 FT; N 82-16'05" W 8.58 FT; N 14-25'04" W 35.16 FT; S 87-12'47" W 411.49 FT; N 0-08'25" E 357.74 FT TO BEG. LESS THAT PORTION LYING OUTSIDE ARBOR PARK RDA BNDRY. 3.72 AC M OR L. 6981-1430 6981-1423
1432126019	14321260190000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 0-08'51" W 649.83 FT & N 89-51'09" W 39.5 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SLM; N 89-51'09" W 371.29 FT; S 0-08'51" W 178.17 FT; S 89-51'09" E 351.29 FT; NE'LY ALG A 20 FT RADIUS CURVE TO L 31.42 FT; N 0-08'51" E 158.17 FT TO BEG. 1.51 AC M OR L. 8269-2457 8596-4675 9214-4848 9451-2061
1432201043	14322010430000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG 582.92 FT S & 867.42 FT E FR N 1/4 COR OF SEC 32, T 1S, R 2W, S L M; S 0-10'36" W 155 FT; N 89-44'24" W 191.56 FT; N 0-10'36" E 44.1 FT; N 55-15' E 114.7 FT; NE'LY 3.73 FT LG CURVE TO L; N 42.54 FT; S 89-49'24" E 94.81 FT TO BEG. 0.51 AC M OR L. 5734-1343
1432126018	14321260180000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 0-08'51" W 649.83 FT & N 89-51'09" W 52.5 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SLM; N 89-51'09" W 358.29 FT; N 0-08'51" E 114 FT; S 89-51'09" E 358.29 FT; S 0-08'51" W 114 FT TO BEG. 0.94 AC M OR L. 8269-2454 8269-2457 8803-2964 8862-1607 9075-5556
1432126015	14321260150000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 0-08'51" W 425.83 FT & N 89-51'09" W 39.5 FT FR N 1/4 COR SEC 32, T 1S, R 2W, S L M; N 89-51'09" W 371.29 FT; S 0-08'51" W 110 FT; S 89-51'09" E 371.29 FT; N 0-08'51" E 110 FT TO BEG. 0.94 AC M OR L 8248-6545, 6546 8248-6547
1432126027	14321260270000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 0-08'51" W 425.83 FT & N 89-51'09" W 39.5 FT FR N 1/4 COR SEC 32, T 1S, R 2W, S L M; N 89-51'09" W 371.29 FT; N 0-08'51" E 144.67 FT; S 89-35'44" E 371.29 FT; S 0-08'51" W 143 FT TO BEG. 1.22 AC M OR L 8278-6870

1432201064	14322010640000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 0-12'38" W 328.37 FT & E 69.6 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SLM; S 89-56'24" E 171.99 FT; N 0-03'36" E 95.32 FT; S 89-53'08" E 191.49 FT; N 00-22'49" E 18.73 FT; S 89-38'15" E 128.22 FT; N 74-00'12" E 13.86 FT; S 89-36'16" E 39.36 FT; S 00-13' 24" E 80.2 FT; S 89-08'27" E 16.85 FT; S 00-28'41" W 186.9 FT; N 89-33'20" E 42.02 FT; S 0-07'18" W 47.18 FT; N 89-49'15" W 255.7 FT; N 0-26'35" E 19.98 FT; N 89-39'14" W 347.3 FT; N 00-14' E 175.11 FT TO BEG. 3.32 AC M OR L. 7342-0576
1432201019	14322010190000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 89-49'24" E 676.8 FT & S 0-03'32" W 217.33 FT FR N 1/4 COR OF SEC 32, T 1S, R 2W, S L M; N 0-12' E 17.33 FT; S 89-49'24" E 45.82 FT; S 17.33 FT; N 89-49'24" W 45.82 FT TO BEG. 0.02 AC M OR L. 5359-0379 5928-2375
1432201001	14322010010000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY COM S 0-12' E 190.43 FT & N 89-48' E 69.64 FT FR N 1/4 COR SEC 32, T 1S, R 2W, SL MER, S 0-12' E 137.89 FT; N 89-48' E 171 FT; N 0-12' W 152 FT; S 89-48' W 170.26 FT TO RADIUS CURVE; SW'LY ALG SD CURVE 14.14 FT TO BEG. 0.59 AC.
1432201016	14322010160000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 49.65 FT & E 531.75 FT FR N 1/4 COR OF SEC 32, T 1S, R 2W, S L M; S 0-12' E 151.99 FT; N 89-55' E 95 FT; N 0-12' W 151.99 FT M OR L; S 89-55' W 95 FT M OR L TO BEG. 0.33 AC M OR L. 5271-1498
1432201015	14322010150000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 49.65 FT & E 531.75 FT FR N 1/4 COR OF SEC 32, T 1S, R 2W, S L M; S 0-12' E 151.99 FT; S 89-55' W 115 FT; N 0-12' W 145.63 FT; N 86-54'51" E 111.69 FT; S 89-49'24" E 3.48 FT TO BEG. 0.39 AC M OR L. 5271-1498 7300-2877, 2880 *** GUST ARCTIC CIRCEL FAMILY LIMITED PARTNERSHIP; 50% INT *** GUST, JOHN; 25% INT *** GUST, ERNEST; 25% INT
1432201040	14322010400000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG S 89-49'24" E 1080.76 FT & S 0-10'36" W 40 FT FR N 1/4 COR OF SEC 32, T 1S, R 2W, S L M; S 0-10'36" W 76.9 FT; S 89-49'24" E 18.9 FT; S 0-10'36" W 40.55 FT; S 89-49' 24" E 198.6 FT; N 0-10'36" E 38.06 FT; N 89-49'24" W 9.5 FT; N 0-10'36" E 79.39 FT; N 89-49'24" W 208 FT TO BEG. 0.55 AC M OR L. 5692-0737 5928-2379

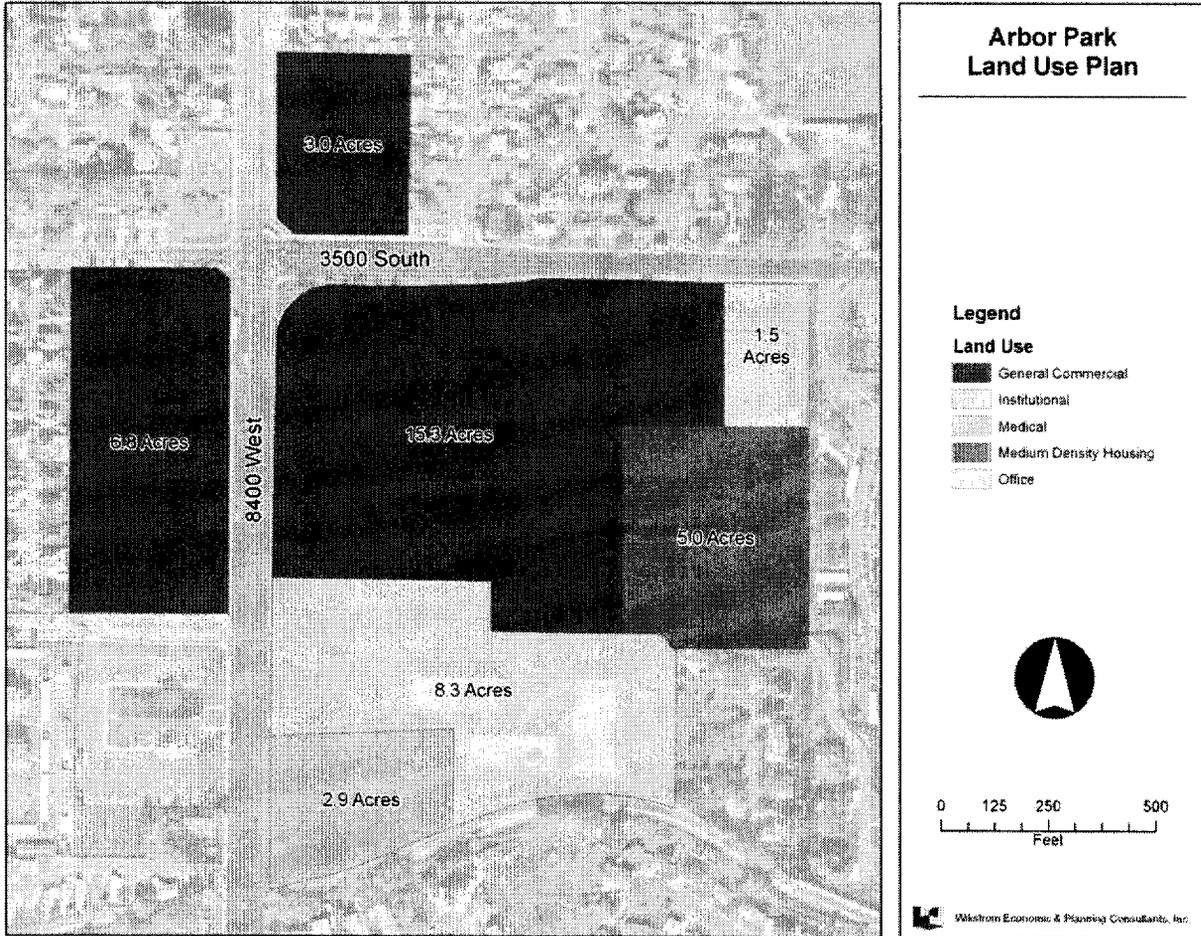
<p>1432201039</p>	<p>14322010390000</p>	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG S 89-49'24" E 794.38 FT &amp; S 0-10'36" W 40 FT FR N 1/4          COR OF SEC 32, T 1S, R 2W, S L M; S 89-49'24" E 286.38 FT; S          0-10'36" W 76.9 FT; S 89-49'24" E 18.9 FT; S 0-10'36" W          40.55 FT; S 89-49'24" E 198.6 FT; N 0-10'36" E 38.06 FT; N          89-49'24" W 9.5 FT; N 0-10'36" E 79.39 FT; S 89-49'24" E          30.95 FT; S 0-03' E 223.9 FT; S 0-28'58" W 175.97 FT; N          89-49'24" W 220 FT; N 0-10'36" E 38.74 FT; N 89-49'24" W          304.54 FT; N 0-03'36" E 361.13 FT TO BEG. 4.0 AC M OR L.          5692-0737</p>
<p>1432201042</p>	<p>14322010420000</p>	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG S 89-49'24" E 794.38 FT &amp; S 0-10'36" W 40 FT FR N 1/4          COR OF SEC 32, T 1S, R 2W, S L M; S 0-03'36" W 361.13 FT; S          89-49'24" E 304.54 FT; S 0-10'36" W 38.74 FT; S 89-48'2 " E          220 FT; S 0-15'45" W 296.03 FT; N 89-44'24" W 449.99 FT; N          0-10'36" E 155 FT; N 89-49'24" W 94.81 FT; S 42.54 FT; SW'LY          ALG CURVE TO R 3.73 FT; S 55-15' W 114.7 FT; N 0-10'36" E          265.94 FT; S 89-49'24" E 96.72 FT; N 207.6 FT; N 89-49'24" W          50.23 FT; N 17.33 FT; S 89-49'24" E 54.12 FT; N 160 FT; S          89-49'24" E 17.79 FT M OR L TO BEG. 4.35 AC M OR L.          5734-1343 5928-2381</p>
<p>1432201007</p>	<p>14322010070000</p>	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG S 89-49'24" E 676.8 FT &amp; S 0-03'36" W 40 FT FR N 1/4 COR          SEC 32, T 1S, R 2W, S L M; S 0-03'36" W 160 FT; S 89-49'24"          E 100 FT; N 0-03'36" E 160 FT; N 89-49'24" W 100 FT TO BEG.          0.37 AC M OR L. 5153-686</p>

1432201063	14322010630000	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG S 89-49'24" E 626.8 FT &amp; S 0-03'36" W 33 FT FR N 1/4 COR          SEC 32, T 1S, R 2W, SLM; S 89-49'24" E 50 FT; S 0-03'36" W          184.33 FT; S 89-49'24" E 96.05 FT; S 207.6 FT; N 89-49'24" W          96.27 FT; S 0-03'36" W 265.55 FT; S 55-15' W 0.67 FT; S          0-10'36" W 44.1 FT; N 89-44'24" W 94.54 FT; N 0-15'36" E          4.53 FT; N 89-40'33" W 511.98 FT M OR L TO E LINE 8400 W ST;          N 0-14' E 225.17 FT M OR L; S 89-39'14" E 347.3 FT; S          0-26'35" W 19.98 FT; S 89-49'15" E 255.7 FT; N 0-47'18" E          47.18 FT; S 89-33'20" W 42.02 FT; N 0-28'41" E 186.9 FT; N          89-08'27" W 16.85 FT; N 0-13'24" W 80.2 FT; N 89-36'16" W          39.36 FT; S 74-00'12" W 13.86 FT; N 89-38'15" W 128.22 FT; S          0-22'49" W 18.73 FT; N 89-53'08" W 191.49 FT; N 0-03'36" E          56.68 FT; N 89-56'24" W 170.84 FT; NE'LY ALG A 135 FT RADIUS          CURVE TO R 198.21 FT; S 89-49'24" E 199.19 FT M OR L; N          86-54'51" E 13.33 FT M OR L; S 0-03'36" W 145.76 FT; S          89-49'24" E 210 FT; N 0-03'36" E 167 FT TO BEG. LESS STREET.          5.03 AC M OR L. 7342-0576</p>
1432126011	14321260110000	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG N 89-35'44" W 68.4 FT &amp; S 0-08'25" W 33 FT FR N 1/4 COR          SEC 32, T 1S, R 2W, SLM; N 89-35'44" W 292.28 FT; S 0-08'25"          W 250 FT; S 89-35'44" E 321.39 FT; N 0-08'25" E 226.17 FT; N          50-23'40" W 37.7 FT TO BEG. 1.84 AC M OR L.</p>
1432126029	14321260290000	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG N 89-35'44" W 360.64 FT &amp; S 0-24'16" W 33 FT FR N 1/4          COR SEC 32, T 1S, R 2W, SLM; S 0-08'51" W 250 FT; N          89-35'44" W 49.9 FT; N 0-08'51" E 250 FT; S 89-35'44" E 50          FT TO BEG. 0.28 AC.</p>
1429452002	14294520020000	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG S 89-51'29" E 202.73 FT &amp; N 0-08'31" E 52.3 FT FR SW COR          OF SE 1/4, SEC 29, T 1S, R 2W, SLM; N 89-51' 29" W 102.18          FT; N 45-29'01" W 53.28 FT; N 0-17'23" E 103.1 FT; SE'LY ALG          A 140 FT RADIUS CURVE TO L 220.22 FT TO BEG. 0.08 AC M OR L.</p>
1429453011	14294530110000	<p>03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY          BEG 188.3 FT N &amp; 180.83 FT E FR S 1/4 COR SE 29, T 1S, R 2W,          S L M; N 45- E 115 FT S 89-52'45" E 113.81 FT S 0-03'50" W          155 FT N 89-52'45" W 101.41 FT NW'LY ALG CURVE TO R 118.92          FT TO BEG. (BEING PART OF LOT 66, PLEASANT GREEN ACRES #4)          5043-0233 6999-2969 7133-0609</p>

1429452001	14294520010000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG N 0-18'15" E 270 FT & S 89-49'24" E 62.24 FT FR S 1/4 COR, SEC 29, T 1S, R 2W, S L M; S 0-18'15" W 77.7 FT; SE'LY ALG CURVE TO L 220.22 FT; S 89-49'24" E 83 FT; NW'LY ALG CURVE TO R 317.07 FT TO BEG. 0.32 AC M OR L
1429453021	14294530210000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY COM S 89-49'24" E 167.26 FT & 203.52 FT N FR S 1/4 COR SEC 29 T1S R2W SL MER NW'LY ALG CURVE TO RIGHT 136 FT N 82-26' E 105 FT S 33-26' E 70 FT S 45- W 98 FT TO BEG 0.23 AC BEING PART OF LOT 66 PLEASANT GREEN ACRES NO 4 6165-688 6165-0691 7256-2005, 9120-6346
1429453020	14294530200000	03/03/2009 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG AT SW COR OF LOT 39, PLEASANT GREEN ACRES #4 SUB; E 131 FT; S 191 FT M OR L; W 131 FT; N 33-26' W 70 FT M OR L; S 82-26' W 105 FT; N 166 FT M OR L TO SW COR OF LOT 41, SD SUB; E 129 FT M OR L TO BEG. 5073-154, 5362-396, 5796-707, 6090-207



# EXHIBIT E MAGNA/ARBOR PARK CONCEPTUAL PLAN



**EXHIBIT B**  
Legal Description

(See Attached)

**PARCEL 1:**

**Beginning at a point on the East right-of-way line of 8400 West Street which is South 734.30 feet and East 68.88 feet from the North quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian basis of bearing being the North line of said Section 32 which bears South 89°44'24" East 511.98 feet; thence South 00°15'36" West 111.18 feet; thence South 89°39'43" East 391.33 feet; thence South 63°22'42" East 13.48 feet; thence south 39°23'31" East 48.27 feet; thence South 00°10'36" West 353.67 feet to a point on the North line of the Utah and Salt Lake Canal and to a point on a 604.45 foot radius curve to the left, the chord of which bears South 89°03'18" West; thence Westerly along said North line and said curve through a central angle of 38°36'34" a distance of 407.31 feet; thence South 69°45'01" West along said North line 127.78 feet; thence North 00°44'30" East 190.73 feet; thence North 82°16'05" West 8.58 feet; thence North 14°25'04" West 35.16 feet; thence south 87°12'47" 411.49 feet to the East right-of-way line of 8400 West Street; thence North 00°08'25" East along said East line 357.74 feet to the point of beginning.**

**PARCEL 1A:**

**Reciprocal pedestrian and vehicular ingress and egress easements as more particularly defined in those certain following instruments: (i) recorded February 7, 1986 as Entry Nos. 4199263 and 4199264 in Book 5734 at Pages 1380 and 1384; (ii) recorded November 3, 1986 as Entry Nos. 4342468 and 4342469 in Book 5835 at Pages 1265 and 1268; and (iii) recorded December 14, 1994 as Entry No. 5985382 in Book 7071 at Page 183 of official records.**

Tax Parcel Number: 14-32-201-066

Parcel E – Parcel No. 14-32-201-139

Parcel E, Arbor Park Townhomes, amending Lot 1 of the Arbor Park Commercial Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

The following parcels which will be owned by Developer as either easement or fee estates

**Current Parcel Boundary Descriptions**

**Trisha Smith Parcel No. 14-32-201-057**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point South 882.78 feet and East 1014.40 feet from the North Quarter corner of said Section 32, basis of bearing being South 89°49'24" East between said North Quarter corner and the Northeast corner of said Section 32; and running

thence South 89°44'24" East 239.05 feet;  
thence South 39°00'00" West 121.25 feet;  
thence along the arc of a 40.50 foot radius curve left, the bearing to radius point being South 28°29'37" West (the chord of which bears North 75°41'23" West 19.85 feet) a distance of 20.05 feet, having a central angle of 28°21'59";  
thence North 89°52'22" West 67.99 feet;  
thence along the arc of a 19.50 foot radius curve right (the chord of which bears North 64°00'21" West 17.01 feet) a distance of 17.61 feet, having a central angle of 51°44'01";  
thence North 38°08'21" West 97.56 feet;  
thence North 00°10'36" East 6.06 feet to the point of beginning.

Contains 15,480 Square Feet or 0.355 Acres

**John Gust – Parcel No. 14-32-201-089**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,014.38 feet and South 885.71 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence

thence South 38°08'21" East 97.56 feet;  
thence Southeasterly 17.61 feet along the arc of a 19.50 foot radius curve to the left (center bears North 51°51'39" East and the chord bears South 64°00'21" East 17.01 feet with a central angle of 51°44'01");  
thence South 89°52'22" East 67.99 feet;  
thence Southeasterly 63.53 feet along the arc of a 40.50 foot radius curve to the right (center bears South 00°07'38" West and the chord bears South 44°56'11" East 57.21 feet with a central angle of 89°52'22");  
thence South 11.14 feet;  
thence West 136.28 feet;  
thence South 92.02 feet;  
thence West 48.37 feet;  
thence North 00°10'38" East 228.00 feet to the point of beginning.

Contains 16,425 Square Feet or 0.377 Acres

**Arbor Parcel No. 14-32-201-137**

Parcel B, Arbor Park Townhomes, amending Lot 1 of the Arbor Park Commercial Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Contains 4,306 Square Feet or .0988

**Gailyn B. & Tami R. Lund – Parcel No. 14-32-201-090**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,013.68 feet and South 1,113.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence

thence East 48.37 feet;  
thence South 48.98 feet;  
thence East 131.90 feet;  
thence South 185.12 feet to an existing fence line being a point on Northerly Right-of-Way Line of the Utah & Salt Lake Canal;  
thence North 58°10'05" West 174.41 feet along said existing fence and said Northerly Right-of-Way Line;  
thence Northwesterly 34.59 feet along the arc of a 604.45 foot radius curve to the left (center bears South 21°38'17" West and the chord bears North 70°00'04" West 34.58 feet with a central angle of 03°16'43") along said Northerly Right-of-Way Line;  
thence North 00°10'36" East 130.28 feet to the point of beginning.

Contains 25,806 Square Feet or 0.592 Acres

## **Parcel Descriptions**

### **Parcel 1**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 580.88 feet and South 730.30 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°46'00" East 43.13 feet;  
thence South 55°00'35" West 24.57 feet;  
thence Southwesterly 26.63 feet along the arc of a 28.00 foot radius curve to the left (center bears South 34°59'25" East and the chord bears South 27°45'49" West 25.64 feet with a central angle of 54°29'32");  
thence South 00°31'03" West 64.20 feet;  
thence Southwesterly 17.63 feet along the arc of a 17.00 foot radius curve to the right (center bears North 89°36'51" West and the chord bears South 30°05'33" West 16.85 feet with a central angle of 59°24'48");  
thence North 89°39'43" West 2.56 feet;  
thence North 00°15'36" East 115.71 feet to the point of beginning.

Contains 1,641 Square Feet or 0.038 Acres

### **Parcel 2**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,014.38 feet and South 885.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°10'36" West 4.61 feet;  
thence North 39°23'31" West 21.54 feet;  
thence North 54°49'56" East 15.39 feet;  
thence Northeasterly 19.73 feet along the arc of a 45.00 foot radius curve to the right (center bears South 35°02'47" East and the chord bears North 67°30'58" East 19.58 feet with a central angle of 25°07'29");  
thence South 11°07'14" East 15.61 feet;  
thence North 89°21'04" West 9.00 feet;  
thence South 12°19'50" East 38.55 feet;  
thence North 38°08'21" West 31.14 feet to the point of beginning.

Contains 750 Square Feet or 0.017 Acres

**Parcel 3**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,014.38 feet and South 885.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 38°08'21" East 31.32 feet;  
thence South 12°19'50" East 9.52 feet;  
thence North 39°14'45" West 33.65 feet;  
thence North 00°10'39" East 7.73 feet to the point of beginning.

Contains 147 Square Feet or 0.003 Acres

**Parcel 4**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,013.68 feet and South 1,113.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°10'10" East 169.37 feet;  
thence Southeasterly 8.18 feet along the arc of a 7.00 foot radius curve to the right (center bears South 14°20'04" East and the chord bears South 70°52'05" East 7.72 feet with a central angle of 66°55'58");  
thence South 37°24'06" East 58.88 feet;  
thence Southeasterly 3.38 feet along the arc of a 8.00 foot radius curve to the left (center bears North 52°35'54" East and the chord bears South 49°30'24" East 3.36 feet with a central angle of 24°12'37");  
thence South 61°36'43" East 4.49 feet;  
thence Southeasterly 23.45 feet along the arc of a 48.00 foot radius curve to the left (center bears North 28°23'17" East and the chord bears South 75°36'17" East 23.21 feet with a central angle of 27°59'08");  
thence South 89°35'51" East 40.74 feet;  
thence South 89°49'31" East 34.87 feet;  
thence Southeasterly 10.81 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°10'29" West and the chord bears South 45°33'59" East 9.77 feet with a central angle of 88°31'02");  
thence South 01°18'28" East 10.73 feet;  
thence West 107.02 feet;  
thence South 92.02 feet;  
thence West 48.35 feet to the point of beginning.

Contains 8,912 Square Feet or 0.205 Acres

**Parcel 5**

A parcel of land located within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; the boundary of said parcel of land being described as follows:

Beginning at a point being South 89°49'24" East 1,013.68 feet and South 1,113.72 feet from the North Quarter Corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence East 48.35 feet;  
thence South 52.73 feet;  
thence North 89°49'26" West 48.50 feet;  
thence North 00°10'12" East 52.58 feet to the point of beginning.

Contains 2,550 Square Feet or 0.059 Acres

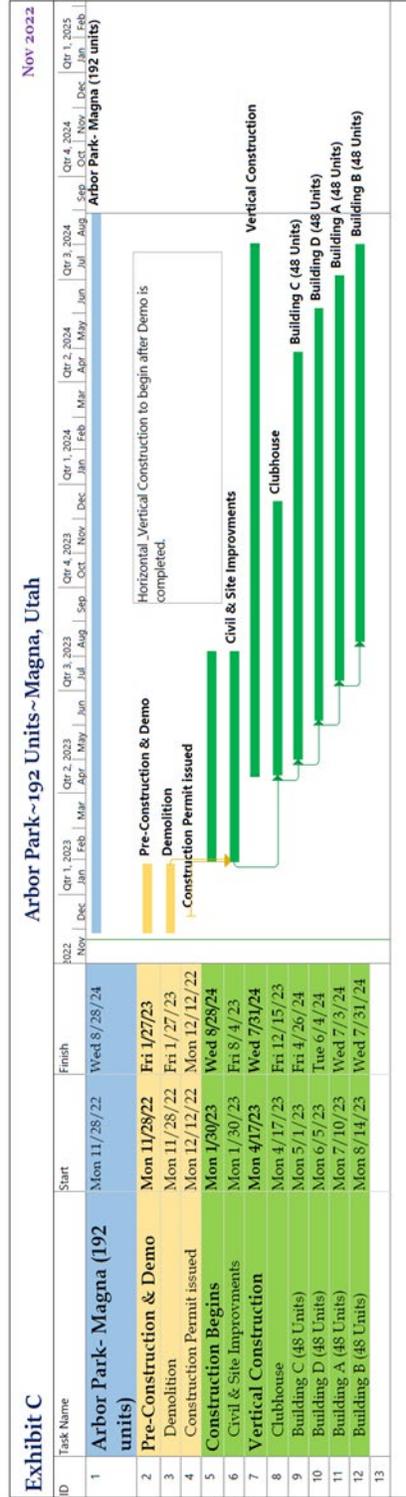
**EXHIBIT C**  
Development Description

The Project consists of the development of 7.58 acres in Magna, Utah into multi-family apartments. Site development consists of the construction of four (4) 48-unit buildings totaling 192 residential units, one (1) community clubhouse building, 393 parking stalls, and landscape improvements.

**EXHIBIT D**  
Scope of Work

1. Demolition of Existing Parking Lots
2. Clearing and Grading of Existing Site.
3. Utility Improvements to Site to accommodate new Residential Housing, Clubhouse, and Parking lots.
4. Construction of four (4) 48-unit multi-family apartment buildings constructed as four (4) stories of above-grade wood-frame construction.
5. Construction of one (1) 5,000 SF Clubhouse.
6. Construction of Site Improvements including pool, landscaping, playground, and picnic pavilions.
7. Construction of Parking Lots to accommodate 393 Parking Stalls.
8. Construction of all other elements described in the Project Memorandum, dated February 28, 2022 (RE: Conceptual Interior Finish Narrative for Budget Pricing) and the final Arbor Park Apartments specifications prepared by Blackbox Design Studios. The memorandum and the specifications are attached hereto and incorporated herein by this reference.

# EXHIBIT E Schedule



**EXHIBIT F**  
Project Budget

	<b>CURRENT PROJECT BUDGET</b>	<b>Per Unit</b>	<b>Per GSCF</b>
EQUITY POST MWIC SALE	24,600,000	128,125	126
GROUND LEASE (EQUITY)	-	-	-
LOAN	34,150,000	177,865	174
<b>Total Sources</b>	<b>58,750,000</b>	<b>305,990</b>	<b>300</b>
Land Purchase	6,000,000	31,250	31
Commercial Portion	-	-	-
Closing Costs	10,528	55	0
Other	-	-	-
<b>Total Acquisition</b>	<b>6,010,528</b>	<b>31,305</b>	<b>31</b>
Construction Cost	42,000,000	218,750	214
Environmental	-	-	-
Escalation - Pre Construction	50,000	260	0
Contingency - During Construction	2,107,500	10,977	11
Preconstruction Agreement	-	-	-
Utah Sales Tax	-	-	-
<b>Total Hard Costs</b>	<b>44,157,500</b>	<b>229,987</b>	<b>225</b>
A&E	1,060,000	5,521	5
SGE	55,000	286	0
Municipal	1,760,000	9,167	9
Admin/Legal/Accounting	165,000	859	1
Developer Overhead	1,575,000	8,203	8
Marketing/FFE/SUC	650,000	3,385	3
TI's + Commissions	-	-	-
Property Taxes	368,565	1,920	2
Insurance	750,000	3,906	4
Soft Cost Contingency	248,407	1,294	1
<b>Total Soft Costs Before Fin.</b>	<b>6,631,972</b>	<b>34,542</b>	<b>34</b>
Interest Reserve	1,500,000	7,813	8
Loan Fee	274,000	1,427	1
Title Cost/Closing Costs	40,000	208	0
Title Insurance	75,000	391	0
Monthly Construction Inspections	25,000	130	0
Appraisals/Other Reports	15,000	78	0
Lender Legal	21,000	109	0
<b>Total Finance Costs</b>	<b>1,950,000</b>	<b>10,156</b>	<b>10</b>
<b>Total</b>	<b>58,750,000</b>	<b>305,990</b>	<b>300</b>