

TAX INCREMENT AGREEMENT

THIS TAX INCREMENT AGREEMENT (the "Agreement") is entered into as of the 18th day of September, 1991 by and between the Lindon Redevelopment Agency, Utah County, Utah (the "RDA"), a redevelopment agency organized and existing pursuant to the provisions of the Utah Neighborhood Development Act, Title 17A, Chapter 2, Part 12, Utah Code Annotated 1953, as amended (the "Act"), and ABP Investments, a Utah partnership (the "Company").

WHEREAS, in order to induce the Company to (i) develop an industrial park (the "Project") located in Lindon City, Utah at the location described in Exhibit "A" attached hereto and referred to herein as "Project Area", and (ii) to build certain public improvements in the Project Area in accordance with the terms hereof, the RDA desires to pay to the Company a percentage of certain taxes to be paid each year beginning January 1, 1991, through December 31, 2015 with respect to the Project Area which may be allocated to the RDA under the provisions of the Act, as described herein; and

WHEREAS, the RDA acknowledges and agrees that the Company has received inducements from other communities to locate the Company's developments in such communities and that the location of the Project in Lindon City (the "City") will create employment within the City, will assist in the redevelopment of the Project Area, and will otherwise be of significant benefit to the RDA and the City; and

WHEREAS, the RDA and the Company agree that the amounts to be paid by the RDA to the Company are to reimburse the Company for a portion of the capital expenditures to be made by the Company with respect to the Project in order to make the cost of locating the Project in Lindon City comparable with the costs of locating in other areas; and

WHEREAS, the parties hereto agree that any obligation of the RDA hereunder is a special limited obligation payable solely from the sources described herein and that the general credit and taxing powers of the City are not in any way pledged for the payment of the RDA's obligations hereunder.

NOW, THEREFORE, IN ORDER TO INDUCE THE COMPANY TO DEVELOP THE PROJECT WITHIN THE PROJECT AREA IN THE CITY AND IN CONSIDERATION OF THE PREMISES AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Covenants of RDA. The RDA hereby covenants to and agrees with the Company as follows:



(a) The RDA has duly approved a redevelopment plan dated November 15, 1989, (the "Redevelopment Plan"), a true and complete copy of which is attached hereto as Exhibit "B" and hereby made a part hereof;

(b) The Redevelopment Plan was duly approved and adopted for the "Project Area" (defined in the Redevelopment Plan) by Ordinance No. 174 (the "Ordinance") of the City Council of the City on the 21st day of December, 1989;

(c) The Project Area is a project area within the meaning of Section 17A-2-1209 of the Act and the Project Area includes the Project;

(d) The Redevelopment Plan is in full force and effect on the date hereof in the form of Exhibit "B" attached hereto;

(e) The obligations of the RDA hereunder are an indebtedness incurred by the RDA to finance a redevelopment project within the meaning of Section 17A-2-1247(1)(e) of the Act;

(f) This Agreement and the obligations of the RDA hereunder constitute a "bond" of the RDA within the meaning of and for all purposes of the Act;

(g) Within the meaning of Section 17A-2-1210 of the Act, the taxable value of the Project Area, when added to the total taxable value as shown on the last equalized assessment roll certified by the Assessor of the County for other redevelopment project areas of the City for which an allocation of ad valorem taxes is provided under the Act, did not exceed a figure at the time of the adoption of the Redevelopment Plan equal to 15% of the taxable value of the locally assessed property within the City;

(h) Within the meaning of Section 17A-2-1210 of the Act, the Project Area does not (and did not at the time of the adoption of the Redevelopment Plan) exceed 100 acres of privately owned property; and

(i) The Redevelopment Plan will not be amended in a manner which would adversely affect the rights or remedies of the Company under this Agreement without the prior written consent of the Company.

Section 2. Tax Increment Revenues. As provided in the Redevelopment Plan and pursuant to Section 17A-2-1247 of the Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, any city, county, city and county, district, or other public corporation (the "Taxing

Agencies") after the date of this Agreement shall be divided as follows:

(a) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the Taxing Agencies upon the total sum of the taxable value of the taxable property within the Project Area as shown upon the assessment roll for the 1989 tax year (the last equalized assessment roll prior to the effective date of the Ordinance) used in connection with the taxation of the property located within the Project Area by such Taxing Agencies (as adjusted pursuant to Sections 17A-2-1251 through 17A-2-1253 of the Act), shall be allocated to, and when collected paid to, the respective Taxing Agencies; and

(b) That portion of such levied taxes upon taxable property within the Project Area each year in excess of the amount described in Section 2(a) above, as adjusted pursuant (i) to the provisions of Section 17A-2-1247(1)(f) of the Act, and (ii) Section 4 herein (such excess is referred to herein as the "Incremental Taxes"), shall be allocated to, and when collected shall be paid to the RDA, and the Applicable Percentage (defined in Section 3 hereof) of the Incremental Taxes received by the RDA shall be paid by the RDA to the Company for each of the years 1991 through 2015, inclusive (the Applicable Percentage shall be applied to the amount of Incremental Taxes after taking into account the adjustment provided for in Section 17A-2-1247(1)(f)); and

(c) Remaining taxes, if any, will be available to pay other indebtedness of the RDA or will be allocated and paid to the Taxing Agencies.

The foregoing provisions of this Section 2 are derived from the provisions of Section 17A-2-1247 of the Act and shall be interpreted in accordance with said Section 17A-2-1247 of the Act. Payments of Incremental Taxes to the RDA and payments of the Applicable Percentage by the RDA to the Company shall be subject to and shall except uncollected or delinquent taxes in the same manner as payments of taxes to the Taxing Agencies are subject to collection. Adjustments of base year assessed valuations may be made in accordance with the provisions of Sections 17A-2-1251 through 17A-2-1253 of the Act. The parties hereto expressly agree that no provision hereof shall be construed as obligating the RDA to pay any amounts in excess of the Applicable Percentage of the Incremental Taxes as reduced by the adjustment provided for in Section 17A-2-1247(1)(f) of the Act.

The RDA hereby covenants and agrees to make reasonable attempts to collect the Incremental Taxes (as adjusted pursuant to the provisions of Section 17A-2-1247(1)(f) of the Act) for each of the years 1991 through 2015. Upon receipt by the RDA of the amount

described in Subparagraph (b) above, the RDA covenants to promptly pay to the Company the Applicable Percentage by its own check or draft in lawful money of the United States of America which is legal tender for the payment of public or private debts and to deliver with each such payment a certificate by the Executive Director of the RDA setting forth how the amount paid to the Company was calculated.

Section 3. Applicable Percentage. For purposes of Section 2(b) hereof, the "Applicable Percentage" to be applied to the Incremental Taxes (after taking into account the adjustment to the Incremental Taxes provided for in Section 17A-2-1247(1)(f) of the Act) is 95%, except that if for any reason payment of the Applicable Percentage to the Company in any year results in the RDA retaining less than \$25,000 of the tax increment revenues from the Project Area to cover its administrative costs, the Applicable Percentage shall be adjusted below 95% to insure that the RDA retains not less than \$25,000 of tax increment revenues from the Project Area for each year. The RDA shall not retain less than \$25,000 of tax increment revenues from the Project Area in any year.

Section 4. Limitation of Incremental Taxes. The parties to this Agreement agree that the Applicable Percentage of the Incremental Taxes subject to this Agreement shall be limited to the Applicable Percentage of the Incremental Taxes resulting from improvements acquired and/or constructed within the Project Area through December 31, 2000, such that any Incremental Taxes derived from improvements acquired and/or constructed after December 31, 2000, shall not be subject to this Agreement. Therefore, the Applicable Percentage of the Incremental Taxes paid pursuant to this Agreement for the years beginning January 1, 2001, and thereafter through 2015 shall be based on the improvements on the tax rolls within the Project Area as of January 1, 2001.

Section 5. Agreement of the Company. The Company agrees to locate the Project within the Project Area in accordance with, and subject to, the terms and provisions set forth herein. In particular, the Company agrees to develop the Project in accordance with applicable City zoning and building requirements and specifications and after first obtaining the written approval of the City and the RDA to each proposed development phase of the Project. To insure that the Project is so constructed, representatives of the City shall be entitled to enter upon the Project Area and inspect the Project during its construction. In addition, the Company agrees:

(a) to complete all improvements to 600 South Street, as described in Section II(A.)(4) of the Existing Development Plans of the Agency;

(b) to complete all improvements to 400 West Street, as described in Section II (A.) (3) of the Existing Development Plans of the Agency from 400 South Street to 600 South Street;

(c) to construct, install, and complete all improvements for 400 South Street, as described in Section II (A.) (5) of the Existing Development Plans of the Agency from 400 West Street to 600 West Street (also known as the Parkway);

(d) to construct, install and complete all improvements for 600 West Street (the Parkway), as described in Section II (A.) (6) of the Existing Development Plans of the Agency, from 400 South Street to 600 South Street;

(e) to construct, install and complete all irrigation and water improvements as described in Section II (A) (2) of the Existing Development Plans of the Agency, to the extent that the said improvements are necessitated by the street improvements described in items (a), (b), (c) and (d) above together with additional irrigation and water improvements which are necessitated by the development;

(f) to construct, install and complete all surface and subsurface drainage system improvements as described in Section II (A) (8) of the Existing Development Plans of the Agency, to the extent that the said improvements are adjacent to the street improvements described in items (a), (b), (c), and (d) above, together with additional surface and subsurface drainage system improvements which are necessitated by the development; and

(g) to construct, install and complete all water system improvements described in Exhibit "D" titled "Water System Improvements", attached hereto and incorporated herein by this reference;

The improvements, items (a), (b), (c), (d), (e), (f), and (g) above shall be completed on or before December 31, 1992. The Company also agrees that when ingress and egress from the Project Area to 200 South Street and 800 West Street are installed, it will concurrently with such installation acquire and install all remaining improvements described in the Existing Development Plans of the Agency. The RDA shall cooperate with the Company in the acquisition of street rights of way, as described in the Existing Development Plans of the Agency, provided however that the Company shall indemnify and hold harmless the RDA from any expense or cost associated therewith.

The location and alignment of 600 West Street (the Parkway) from 400 South Street to 200 South Street is subject to modification, based upon the subsequent mutual written agreement

of the Company and the RDA.

A copy of the Existing Development Plans of the Agency is attached hereto as Exhibit "C" and made a part hereof by this reference. The Company agrees to the terms of the Existing Development Plans of the Agency. In the event the Company fails to comply with each provision of this Section 5, the RDA may, in its sole discretion, elect to terminate all obligations of the RDA arising out of this Agreement, provided that the RDA shall first provide to the Company a written notice of default and shall allow the Company a period of thirty (30) days from the effective date of the notice to cure the default.

Section 6. Limited Obligation. The obligations of the RDA hereunder are special limited obligations of the RDA secured only by the Applicable Percentage of the Incremental Taxes generated from the Project Area (as reduced by the adjustments provided for in Section 17A-2-1247(1)(f) of the Act) and are payable solely from said Applicable Percentage of the Incremental Taxes, collected and paid to the RDA. This Agreement is not a general obligation or debt of the City, the State of Utah, or any of its political subdivisions, neither the City, the State of Utah, nor any of its political subdivisions are liable for any obligation hereunder, nor in any event shall the obligations hereunder give rise to a general obligation or liability of the City, the State of Utah, or any of its political subdivisions, or a charge against their general credit or taxing powers, or be payable out of any funds or properties other than those of the RDA pledged hereunder. Such obligations do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 7. RDA Confers Rights. The RDA hereby confers upon the Company all of the rights set forth in Section 17A-2-1245(1) of the Act as in effect on the date hereof, and said Section 17A-2-1245(1) as in effect on the date hereof is hereby made a part hereof.

Section 8. Agreement Issued in Connection with Project. Pursuant to and within the meaning of Section 17A-2-1236 of the Act, the RDA hereby recites that this Agreement has been issued by the RDA in connection with an area redevelopment project comprised of the Project.

Section 9. Taxes Irrevocably Pledged. Pursuant to and within the meaning of Section 17A-2-1254 of the Act, the Applicable Percentage of the portion of the taxes referred to in Section 2(b) hereof is hereby irrevocably pledged for the payment of the obligations of the RDA hereunder to the Company.

Section 10. Termination. This Agreement will terminate upon the earlier to occur of the following:

(a) Upon payment of the Applicable Percentage of the Incremental Taxes to the Company pursuant to this Agreement for the year ending December 31, 2015;

(b) The date on which the Company shall have received the aggregate total amount of \$5,800,000.00 of Incremental Taxes from the RDA with respect to the Project Area pursuant to this Agreement, provided that the aggregate total amount of Incremental Taxes paid to the Company from the RDA with respect to the Project Area may be increased to an aggregate total amount of not more than \$6,800,000.00 pursuant to the provisions of section 21 of this Agreement; or

(c) Delivery from the RDA to the Company of the RDA's written election to terminate pursuant to Section 5 herein. The Company shall remain liable for all damages incurred by the RDA, notwithstanding said election to terminate.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any party may execute this Agreement by signing a counterpart.

Section 12. Severability. If any covenant, agreement, or provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected, and this Agreement shall remain valid.

Section 13. Governing Law. This Agreement shall be governed exclusively by the applicable laws of the State of Utah.

Section 14. Captions. The captions in this Agreement are of convenience only and do not define or limit the scope or the intent of any of the provisions or sections of this Agreement.

Section 15. Notice. It shall be sufficient service of any notice, request, demand, or other paper on the RDA if the same shall be duly mailed by registered or certified mail, addressed to it at 383 Lakeview Drive, Lindon, UT 84042, Attention: Executive Director, or to such address as the RDA may from time to time file with the Company. It shall be sufficient service of any notice, request, demand, or other paper on the Company if the same shall be duly mailed by registered or certified mail, addressed to it at 1555 N. Technology Way, Des Moines, IA 50319, Attention: H. Paul Thompson, General Partner, or to such address as the Company may from time to time file with the RDA. Mailed notice shall be effective as of the date of mailing.

Section 16. Binding. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, executors, administrators, successors, legal representatives and assigns. This Agreement shall not be assignable, in whole or in part, by the Company without the prior written consent of the RDA.

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter hereof, and supersedes all prior oral and written agreements and understandings pertaining thereto. No covenant, representation or condition not expressed in this Agreement shall effect or be deemed to interpret, change or restrict the express provisions hereof.

Section 18. Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver thereof. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 19. Damages. The parties shall have all remedies and shall be entitled to all damages, as provided by law, arising from or related to any breach of this Agreement, including attorney's fees, whether such attorney's fees are incurred and associated with litigation or otherwise.

Section 20. Nondiscrimination and nonsegregation. The Company agrees that there shall be no discrimination or segregation based upon sex, race, color, creed, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

Section 21. Increase in Aggregate Total Amount. The maximum aggregate total amount of Incremental Taxes paid to the Company from the RDA with respect to the Project Area, pursuant to this Agreement, as set forth in section 10 (b), in the sum of \$5,800,000.00, may be increased up to a total aggregate amount of not more than \$6,800,000.00, pursuant to the following formula:

(a) The \$5,800,000.00 maximum aggregate total amount of Incremental Taxes paid by the RDA to the Company shall be increased by one dollar (\$1.00) for each three dollars (\$3.00) in sales tax revenue actually received by the City from direct retail sales occurring during the period of time which commences upon the execution of this Agreement and terminates on December 31, 2015, from businesses located within the Project Area. The aggregate total amount of Incremental Taxes paid to the Company from the RDA shall not be increased by more than \$1,000,000.00, pursuant to this section. The RDA makes no representations as to the actual amount of sales tax that it expects will be received by the

City. Any reductions or shortages in sales tax revenues received by the City, or any restriction on the RDA's ability to make payments pursuant to this Agreement due to changes in tax rates, legislative enactments, judicial rulings, the reduction or elimination of sales tax on some or all items, or any other cause which may occur, shall not give the Company cause to seek compensation or remuneration from the RDA or the City and shall not eliminate or reduce the Company's obligations to preform pursuant to this Agreement. The intent of this section is to provide additional incentive to the Company to locate and develop businesses within the Project Area which generate sales tax revenues to the City. Therefore, only those sales tax revenues actually received by the City that are actually generated by businesses located within the Project Area shall be utilized to calculate the increase in the aggregate total amount of Incremental Taxes which may be paid by the RDA to the Company. Sales tax revenues received by the City generated from other projects and/or businesses located outside of the Project Area shall not be utilized in the formula to increase the maximum aggregate total amount of Incremental Taxes which may be paid by the RDA to the Company. All references to the sales tax revenue for purposes of the formula as set forth in this section shall only mean that portion of the sales tax revenues that is actually received by the City, and shall not include the portion of sales tax revenues that is received by other entities. The increase in the aggregate total amount of Incremental Taxes which the Company may receive from the RDA with respect to the Project Area, pursuant to this section, shall not occur until the sales tax revenues are actually received by the City and the City has received a sales tax breakdown from the state tax commission, which allows the City to determine the amount that each business contributed to the sales tax revenues received by the City. The Company shall not be paid any rebate or payment from any sales tax revenue received by the City. The reference to the sales tax revenue as described in this section relates only to the method of determining the formula for increasing the aggregate total amount of Incremental Taxes which may be paid to the Company from the RDA with respect to the Project Area pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 18th day of September, 1991.

LINDON REDEVELOPMENT AGENCY,
UTAH COUNTY, UTAH

By Neal T. Greenwood
Chairman

[SEAL]
ATTEST:

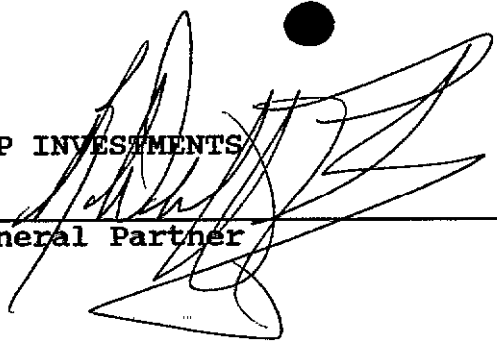
By E. Ray Brown
Secretary



[Handwritten signature]

ABP INVESTMENTS

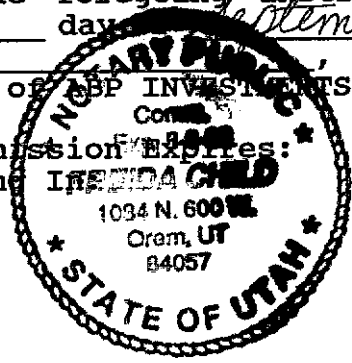
By _____
General Partner



State of Utah)
County of Utah) ss.

The foregoing instrument was acknowledged before me this
18th day of September, 1991, by R. Nuff Thompson
_____, a General Partner of ABP INVESTMENTS, on
behalf of ABP INVESTMENTS.

My Commission Expires:
Residing In:



Freida Child
NOTARY PUBLIC

By _____
General Partner

ENT 76722 BK 3811 PG 385

State of Utah)
County of Utah) ss.

The foregoing instrument was acknowledged before me this
_____ day of _____, 1991, by _____
_____, a General Partner of ABP INVESTMENTS, on
behalf of ABP INVESTMENTS.

My Commission Expires:
Residing In:

NOTARY PUBLIC

By _____
General Partner

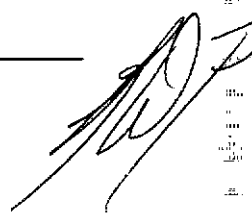
State of Utah)
County of Utah) ss.

The foregoing instrument was acknowledged before me this
_____ day of _____, 1991, by _____
_____, a General Partner of ABP INVESTMENTS, on
behalf of ABP INVESTMENTS.

My Commission Expires:
Residing In:

NOTARY PUBLIC

By _____
General Partner



In the event any Incremental Taxes, as defined in the foregoing Agreement, are made payable by Utah County to Lindon City Corporation instead of to the Lindon Redevelopment Agency, then, in that event, Lindon City hereby agrees to transfer said Incremental Taxes to the Lindon Redevelopment Agency.

LINDON CITY CORPORATION

BY:

David T. Greenwood
Lindon City Mayor

Attest:

E. Ray Brown
E. Ray Brown
Lindon City Recorder



[Handwritten signature]

EXHIBIT A
BOUNDARY DESCRIPTION
OF THE
LINDON REDEVELOPMENT PROJECT AREA #3

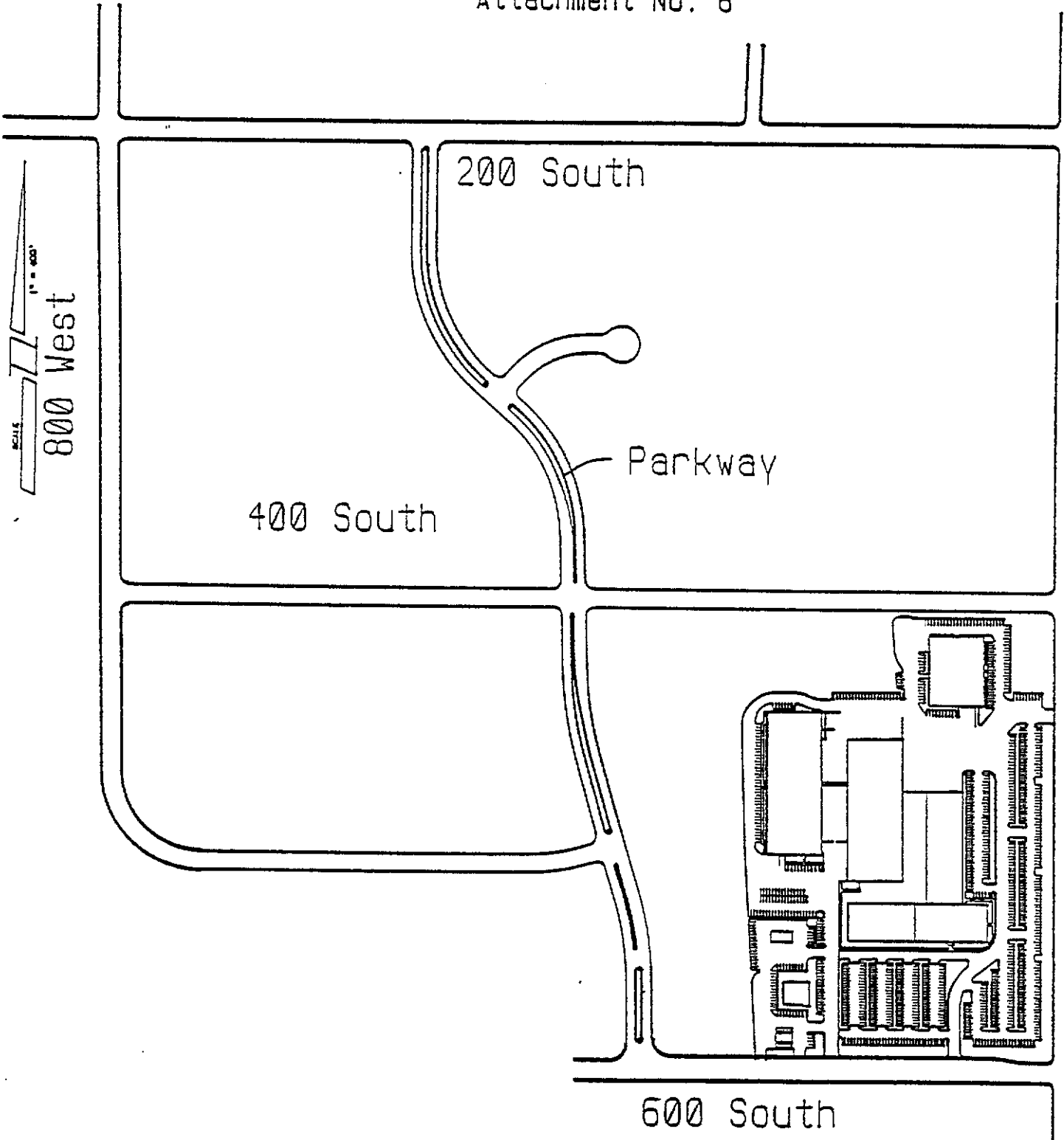
Beginning at a point on the North right-of-way line of 200 South Street, Lindon, Utah, said point being EAST 568.50 feet and NORTH 35.38 feet from the northwest corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°45'36" East along said right-of-way 360.95 feet; thence South 00°07'00" West 232.25 feet; thence North 89°57'00" East 400.00 feet; thence North 00°07'00" East 233.58 feet; thence North 89°45'36" East 158.70 feet; thence South 00°07'00" West 212.88 feet; thence North 89°57'00" East 243.04 feet; thence South 12°00'00" West 372.02 feet; thence South 88°38'20" East 491.54 feet; thence South 00°42'00" East 512.89 feet; thence North 90°00'00" East 552.80 feet to the East right-of-way line of 400 West Street, Lindon, Utah; thence South 00°09'34" East along said right-of-way line 1589.75 feet to the center line of 600 South Street, Lindon, Utah; thence South 89°48'14" West along said center line 1200.03 feet; thence NORTH 199.38 feet; thence South 89°38'41" West 282.90 feet; thence North 03°38'30" West 6.62 feet; thence WEST 109.14 feet; thence North 62°31'51" West 487.48 feet; thence North 00°06'03" West 204.07 feet; thence North 88°49'00" East 258.66 feet; thence North 02°58'00" West 698.14 feet; thence WEST 388.73 feet; thence SOUTH 109.92 feet; thence WEST 526.39 feet to the West right-of-way line of 800 West Street, Lindon, Utah; thence North 00°56'01" West along said right-of-way line 265.60 feet; thence North 88°09'35" East 294.68 feet; thence NORTH 280.40 feet; thence North 46°31'09" East 87.74 feet; thence North 42°11'00" East 359.10 feet; thence North 22°08'00" East 74.15 feet; thence North 09°44'00" West 212.65 feet; thence North 01°39'00" West 305.27 feet.

Notwithstanding the foregoing, the Lindon Redevelopment Project Area #3 does not include any portion of the parcels designated with serial numbers 17:015:18 and 17:015:31 in the official tax records of Utah County for Tax Year 1989.

TOTAL AREA = 102.615 Acres
 NET AREA (excluding streets) = 98.156 Acres

AGENCY BASIC CONCEPT PLAN

Attachment No. 6



400 West

REDEVELOPMENT PLAN FOR THE
LINDON REDEVELOPMENT PROJECT AREA #3

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REDEVELOPMENT PLAN
FOR THE
LINDON REDEVELOPMENT PROJECT AREA #3

I. [§ 100] INTRODUCTION

The Redevelopment Plan ("Redevelopment Plan" or "Plan") for the Lindon Redevelopment Project Area #3 ("Project") has been prepared in consultation with the Lindon Planning Commission by the Lindon Redevelopment Agency ("Agency") pursuant to the Utah Neighborhood Development Act, as amended, Utah Code Annotated § 11-19-1 et seq., the Utah Constitution, the United States Constitution, and all applicable local laws and ordinances.

II. [§ 200] PROJECT AREA BOUNDARIES

The boundaries of the Lindon Redevelopment Project Area #3 ("Project Area") are located entirely within Lindon City, Utah ("City") and are illustrated on the map entitled "Land Use Map," which is attached hereto as Exhibit A and made a part hereof by this reference. The legal description of the boundaries of the Project Area is attached hereto and made a part hereof as Exhibit B. A list of the property owners and properties at the time of the adoption of the Plan is attached hereto and made a part hereof as Exhibit C.

III. [§ 300] PROPOSED REDEVELOPMENT ACTIONS

A. [§ 301] General

The Agency proposes to eliminate and prevent the spread of blight in the Project Area by some or all of the following actions:

1. Acquisition of real property;
2. Demolition or removal of buildings and improvements;
3. Relocation assistance to residential, commercial and other occupants displaced by the Project activities, if any;
4. Installation, construction or reconstruction of streets, utilities, and other public improvements;
5. Disposition of property acquired by the Agency;

6. Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan;
7. Rehabilitation of buildings and structures;
8. Participation by persons or entities engaged in business or holding interests in property within the Project Area through remaining in or re-entering the Project Area.

B. [§ 302] Property Acquisition

1. [§ 303] Acquisition of Real Property

Most of the property in the Project Area will not be purchased by the Agency, but the Agency will be assisting and encouraging public and private entities to eliminate blight, install needed utilities, rehabilitate property, and develop property in the Project Area consistent with the Redevelopment Plan. A principal objective of this Plan is to promote redevelopment by stimulating private development within the Project Area. As is more particularly specified in Section 601 hereof, the Agency will not acquire property unless or until the Agency determines that the specific project involved is feasible in light of investments or commitments made or reasonably likely to be made by developers or participants in the Plan, or by other parties. Usually, this will occur only when the Agency has an agreement assuring that the property will be disposed of to a public or private developer or participant.

The Agency is authorized to acquire (but is not required to acquire) real property located in the Project Area. The Agency is authorized to acquire such property by gift, devise, exchange, purchase, or any other lawful method, including eminent domain.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interests in real property.

2. [§ 304] Acquisition of Personal Property

Generally personal property will not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area in connection with acquisitions of interests in real property.

C. [§ 305] Participation Opportunities and Preferences1. [§ 306] Participation and Preference Rules

The Rules Governing Participation and Preferences by Owners, Operators of Businesses, and Tenants in the Lindon Redevelopment Project Area #3 were adopted by the Lindon Redevelopment Agency on _____. Those rules as they exist or as they may subsequently be amended (the "Participation Rules"), shall govern participation opportunities and preferences granted to persons or entities engaged in business or holding interests in property within the Lindon Project Area #3.

2. [§ 307] Opportunities for Participation by Owners, Operators of Businesses and Other Persons or Entities with Property Interests in the Project Area

The Agency shall extend preferences to persons or entities who are engaged in business or hold interests in property within the Project Area and who sell, terminate, or otherwise transfer those interests and who re-enter the Project Area if they otherwise meet the requirements prescribed by the Plan and the Participation Rules.

The Agency may permit persons who are owners of real property in the Project Area to be given the opportunity to participate in redevelopment by rehabilitation, by retention of improvements or land, or by new development by retaining all or a portion of their properties, by acquiring adjacent or other properties from the Agency or purchasing other properties in the Project Area.

If conflicts develop between participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences between and among participants, in accordance with the Participation Rules. This may include but is not limited to determining a solution by consideration of such factors as length of time in the area; accommodation of as many participants as possible; ability to perform; and conformity with intent and purpose of this Plan.

In addition to opportunities for participation by persons and firms individually, participation to the extent it is feasible shall also be available for two or more persons, firms, or institutions, to join together in partnerships, corporations, or other joint entities as indicated in the Participation Rules.

The Agency and the City desire as much participation as possible in the redevelopment of the Project Area by owners and tenants in the Project Area.

3. [§ 308] Participation Agreements

When deemed necessary by the Agency to carry out the Plan, each owner and tenant may be required to enter into a binding participation agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with such agreements and to be subject to the provisions thereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of the agreement applicable to their properties.

D. [§ 309] Cooperation with Public Bodies

Many public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency may seek the aid and cooperation of such public bodies and attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the parallel purposes of the redevelopment and the highest public good. The Agency will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area and may enter into contracts or other arrangements with such bodies as permitted by law in furtherance of this plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Project Area by a public body shall be subject to Agency approval. The Agency is authorized to assist financially (and otherwise) any public entity with the costs of public land, buildings, facilities, structures, or other improvements if such land, building, facilities, structures or other improvements are of benefit to the Project.

The Agency may pay to any school district with territory located within the Project Area any amounts of money which, in the Agency's determination, are appropriate to alleviate any financial burden or detriment caused to any school district by the Project.

E. [§ 310] Property Management

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

In any year during which the Agency owns property in the Project Area, the Agency may, but is not required, to make compensating payments to taxing agencies which would have received tax revenues from the property were it not exempt by virtue of Agency ownership. The total amount of such compensating payments shall not exceed the tax increments the Agency actually receives from the Project and the payments to particular taxing agencies shall not exceed the amount the entity would have received but for the property's exempt status.

F. [§ 311] Relocation of Persons Displaced by the Project

1. [§ 312] Relocation Rules

The Relocation Rules and Regulations for Implementation of the Utah Relocation Assistance Act for the Lindon Redevelopment Project Area #3 were adopted by the Lindon Redevelopment Agency on _____. The rules as they exist or as they may subsequently be amended (the "Relocation Rules") shall govern relocation of persons, businesses, and other entities displaced by Agency action.

2. [§ 313] Assistance in Finding Other Locations

The Agency shall assist all persons and entities, if any, (including families, business concerns, and others) displaced by Agency acquisition of property in the Project Area in finding other locations and facilities. The Agency shall structure redevelopment efforts, to the greatest extent possible consistent with Agency objectives, to minimize the need to displace persons or entities. The Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonably convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing or to arrange for the provision of housing inside or outside the Project Area for displaced persons, and to provide such other assistance as may be necessary or appropriate under the Relocation Rules.

3. [§ 314] Relocation Payments

The Agency shall pay all relocation payments required by law. In addition, the Agency may make any additional relocation payments which in the opinion of the Agency's Governing Board may be reasonably necessary to carry out the purposes of this Plan. Such additional relocation payments shall be subject to the availability of funds for this purpose.

G. [§ 315] Public Improvements, Demolition and Land Clearance, and Site Preparation

1. [§ 316] Public Improvements, Public Facilities and Public Utilities

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities (within or outside the Project Area) as appropriate or necessary to carry out the Plan or to benefit the Project. Such improvements, facilities, and utilities may be paid for in whole or in part by the Agency, by private developers or by participants in the Redevelopment Plan. They may be financed by any means available to the Agency and/or developers or participants which are authorized or permitted by law.

2. [§ 317] Demolition and Land Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area that the Agency owns or acquires, as necessary to carry out the purposes of this Plan.

3. [§ 318] Preparation of Sites

The Agency is authorized to prepare or cause to be prepared as sites any real property in the Project Area that the Agency owns or acquires.

H. [§ 319] Rehabilitation, Conservation and Moving of Structures by the Agency

1. [§ 320] Rehabilitation and Conservation

It shall be the purpose of this Plan to allow for the retention of as many existing homes and businesses as possible and to add to the economic life of these homes and businesses by a program of voluntary participation in their conservation and rehabilitation. The Agency is authorized to conduct a program of assistance to encourage owners of property within the area to upgrade and maintain their property consistent with property rehabilitation standards to be adopted for the Project Area by the Agency Board.

The extent of rehabilitation in the Project Area shall be subject to the following limitations:

- a. The rehabilitation of the structure must be compatible with land uses as provided for in this Plan.

- b. Rehabilitation and conservation activities on a structure must be carried out in an expeditious manner and in conformance with property rehabilitation standards to be adopted by the Agency.
- c. The expansion of public facilities, improvements and structures.
- d. The assembly and development of areas in accordance with this Plan.

The Agency is authorized to rehabilitate and conserve or cause to be rehabilitated and conserved buildings and structures in the Project Area. The Agency is also authorized and directed to advise, encourage and assist in the rehabilitation and conservation of property in the Project Area.

2. [§ 321] Moving of Structures

With respect to buildings or structures owned or acquired by the Agency, the Agency is authorized to move or to cause to be moved any structure or building or any structure or building which can be rehabilitated to a location within or outside the Project Area as necessary in carrying out this Plan.

I. [§ 322] Property Disposition and Development

1. [§ 323] Real Property Disposition and Development

a. [§ 324] General

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. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiation through leases or sales without public bidding.

No real or personal property of the Agency, or any interest herein, shall be sold or leased to a private person or private entity for an amount less than its fair value for uses in accordance with this Redevelopment Plan and the covenants and controls recorded against the property by the Agency.

All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or

any other public body without charge. The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes before development 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 purpose designated in this Plan, and in accordance with any additional requirements imposed by participation agreements, development agreements, or any other covenants or agreements that affect the property in question. They shall begin and complete development of the property within a period of time which the Agency fixes as reasonable, and comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

b. [§ 325] Purchase and Development by Participants

Pursuant to the provisions of this Plan and the Participation Rules adopted by the Agency, the Agency shall to the greatest extent feasible offer real property acquired by the Agency for disposition and development to persons or entities engaged in business or holding other interests in the property in the Project Area on a preference basis over other persons or entities.

c. [§ 326] Purchase and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning 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 Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, condition subsequent, equitable servitude, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby made subject to the restrictions of Section 416 of this Plan. All deeds, leases, or contracts for the sale, lease, sublease or other transfer of land in the Project Area and all participation agreements dealing with land in the Project Area shall contain nondiscrimination and nonsegregation clauses consistent with the provisions of Section 416 of this Plan.

d. [§ 327] Development

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either inside or outside 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 Area and to the extent permitted by law.

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. The Agency shall develop architectural and design standards and submit them to the City Council for its consideration and approval. All development must conform to this Plan, such Agency architectural and design standards as may be approved by the City Council and all applicable laws.

2. [§ 328] Personal Property Disposition

The Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property that has been acquired by the Agency.

J. [§ 329] Compensation of the Agency's Governing Board, Its Officers, and Executive Director

The members of the Agency's Governing Board and its officers shall receive no compensation for their services as Board members and officers in addition to compensation received as members of the City Council. If the Executive Director of the Agency is also an employee of the City, the Executive Director shall receive no compensation for service as Executive Director in addition to compensation received as City Administrator or as an employee of the City. However, the Lindon City Council may determine the percentage of the City Administrator's or other employee's time that is devoted to redevelopment matters, and may require that the City be reimbursed by the Agency for an amount which corresponds to the percentage thus determined, multiplied by the total of the City Administrator's salary or salaries of other employees of the City and the cost of fringe benefits. The City Council may provide such amount as a loan or grant to the Agency.

IV. [§ 400] USES PERMITTED IN THE PROJECT AREA

A. [§ 401] Land Use Map and Uses Generally

A map entitled "Land Use Map" which indicates type and location of land uses to be permitted in the Project Area and roads serving the area is attached to this Plan as Exhibit A and made a part hereof by this reference.

This Plan does not supplant the need for compliance with established procedures for securing the approval of the City Council, the Planning Commission, or other officials or bodies within the City as required by law and by normal City practice.

B. [§ 402] Permitted Uses

The Redevelopment Agency proposes to stimulate growth in the Project Area by providing financial incentives to attract new business and support for the elimination of blight and by providing and/or encouraging vital improvements in the Project Area. In particular, the Agency plans to cooperate with the City of Lindon in bringing about a commercial, manufacturing, and distribution development that may include any or all of the following: retail and commercial development, office space, manufacturing, distribution, and light industrial or similar business park type uses, and other developments which will help provide quality growth for the City of Lindon. It is anticipated that some existing residential uses may remain in the Project Area and some additional residential uses may be located along portions of 200 South and 400 West. Planning includes provision of buffering between the Project Area and surrounding residential areas. Redevelopment would provide a certain percentage of the cost of making these improvements. The Redevelopment Agency could also provide land and building cost incentives to businesses wishing to be located in Lindon, and could assist with infrastructure and a number of other costs in order to stimulate development.

In general, the Project Area will ultimately be used for commercial, manufacturing or distribution purposes as defined in Section 403. Existing uses will be allowed to continue. Other uses defined herein may be permitted to the extent they are permitted by zoning regulations as they currently exist or as they may hereafter be amended. In addition, accessory uses to existing uses shall also be permitted.

The Land Use Map (Exhibit A) shows the primary anticipated use of each area in the Project Area with a shade representing that use. Some areas are flagged with letters indicating that one or more alternative uses may be permitted. Unless otherwise noted, such areas may be devoted to any use permitted pursuant to the Redevelopment Plan. Before any area

may be used for an alternative use, approval of the City Council and the Agency must be secured, in addition to complying with normal City procedures for any necessary zoning changes or to obtain other necessary approvals or decisions as indicated in Section 401.

It is contemplated that the land uses in the Project Area may include the following:

1. Commercial-Manufacturing-Distribution
2. Public and Semi-Public
3. Institutional
4. Agricultural
5. Residential
6. Recreational
7. Roads and Rights-of-Way

The alternative uses that are permitted under the Plan are listed in the Alternative Use Table below. Parcels are designated by Plan code numbers which correspond to the Plan code numbers in Exhibit C, the List of Properties Included in Project Area #3.

ALTERNATIVE USE TABLE

<u>Flag Letter</u>	<u>Parcel Numbers</u>	<u>Alternative Use or Uses</u>
A	8, 9, 24	Commercial, Manufacturing and Distribution
B	19	Commercial, Manufacturing and Distribution
C.	[\$ 403]	<u>Commercial-Manufacturing-Distribution Uses</u>

The areas shown on Exhibit A or otherwise permitted to be developed as commercial, manufacturing, and distribution uses may be developed, maintained, rehabilitated, or preserved for general commercial, manufacturing, and distribution uses. Such uses include uses permitted as C-G (Commercial General) or M-D (Manufacturing-Distribution) uses in Commercial and Industrial Districts as defined and permitted in Chapter 17.48 of the Lindon City Land Development Code, as it currently exists or as it may be amended from time to time, and any other applicable land use

ordinances or regulations. Such uses may also include recreational uses and health care facility uses.

D. [§ 404] Public, Semi-Public and Institutional Uses

The areas shown on Exhibit A or otherwise permitted to be developed as public, semi-public, and institutional use areas shall be developed, maintained, rehabilitated, or preserved for public, semi-public, and institutional uses. Public and semi-public uses include, but are not limited to schools, parks, community center uses, churches, health care facilities, landscaped areas and walkways, recreational facilities, City, state and federal offices, libraries, and other public and semi-public uses.

1. [§ 405] Institutional Uses

Institutional uses including but not limited to uses by religious, educational, charitable, scientific, health care, community center uses, recreational, or other such organizations are permitted within the Project Area as conditional uses, subject to the provisions and requirements of the Lindon City Land Development code, as it currently exists or as it may be amended from time to time, and any other applicable land use ordinances or regulations.

2. [§ 406] Roads and Rights-of-way

As a basis for the redevelopment of the Project Area it is proposed that, in general, the layout of principal streets be as shown on the map attached as Exhibit A. Currently, the only roads within the Project Area are portions of the following streets in Lindon, Utah: 400 West, 200 South, 600 South, and 800 West. None of the roads shown on the map within the Project Area have currently been installed. The lack of such road access is one of the problems currently facing the area. As redevelopment goes forward, it may be necessary to reconfigure actual locations of some of the proposed streets.

It is anticipated that the main entrance to the Project Area and to general business developments in the Project Area will be located where the eastern frontage road along Interstate 15 intersects the northerly right-of-way of 600 South and will extend into the Project Area to the north to provide circulation. The frontage road may be realigned at some point in the future so that there is a longer distance between the intersection with 600 South and the point where traffic turns to the west. Traffic configuration within the Project Area shall be designed to minimize traffic impacts on surrounding residential areas. Access to the Project Area may be provided from 800 West, 200 South, and 400 West, but these shall be designed as secondary access roads. In general, roads and traffic configuration will

be designed as development occurs to meet needs within the Project Area.

All or part of any street and alley in the Project Area other than the principal street may be abandoned or closed as necessary for proper development of the Project Area. Additional public streets, alleys and easements may be created in the Project Area as needed for proper development. All streets and alleys in the Project Area may be widened, altered as necessary or appropriate for proper development of the Project Area.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities and activities typically found in public rights-of-way.

Nothing herein shall be construed as authorizing the Agency to abandon, close, create, widen, or otherwise alter any streets, alleys, easements or other rights-of-way without following procedures established by applicable federal, state and local law.

E. [§ 407] Agricultural Uses

The areas permitted to be developed or maintained as agricultural uses may be developed, maintained, rehabilitated, or preserved for agricultural uses. Such uses include uses permitted in Commercial and Industrial Districts as defined and permitted in Chapter 17.48 in the Lindon City Land Development Code, as it currently exists or as it may be amended from time to time, and any other applicable land use ordinances or regulations. In general, it is anticipated that new development in the Project Area will not be agricultural in nature.

F. [§ 408] Residential Uses

The areas shown on Exhibit A or otherwise permitted as residential uses shall be developed, maintained, rehabilitated or preserved as permitted in the Residential and Multiple residential Districts as defined and permitted in Chapter 17.44 of the Lindon City Land Development Code, as it currently exists or as it may be amended from time to time, and any other applicable land use ordinances or regulations. Residential uses shall be permitted only in those portions of the Project Area designated for residential uses, and except for such residential uses as already exist or have already been approved by the City, such uses shall be permitted only if they receive the approval of the Agency in addition to any approvals required by the Lindon Zoning Ordinance or any other law or regulation. The area designated for residential use on 400 West (Flag letter A) shall

be 110 feet deep as measured from the westerly right-of-way of 400 West.

G. [§ 409] Federal, State and Local Controls and Limitations

No real property shall be developed, constructed, rehabilitated, modified, altered, repaired, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of Federal law, State law, or the ordinances of Lindon City, all as they currently exist or as they may hereafter be amended.

1. [§ 410] Construction

All construction shall comply with applicable State and local laws as they exist or may be amended, including without limitation the Uniform Building Code, the Uniform Plumbing Code, the Uniform Fire Code, the Uniform Mechanical Code, and the National Electrical Code, all as adopted in Lindon, and the Lindon Zoning and Subdivision Ordinances.

2. [§ 411] Nonconforming Uses

The Agency may permit nonconforming uses to remain in the Project Area to the extent they are permitted by State and local laws as they exist or may hereafter be amended.

3. [§ 412] Rehabilitation

The Agency may approve any existing structure within the Project Area for retention and rehabilitation, repair, alteration, reconstruction, in such manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding areas.

4. [§ 413] Landscaping, Light, Air, and Privacy

It is the intent of this Plan that a high standard of landscaping be developed and maintained within the Project Area. In all areas sufficient space shall be maintained between buildings to provide adequate light, air, and privacy.

5. [§ 414] Signs

The Agency shall develop sign regulations and submit them to the City Council for consideration and approval. The design of all existing and new signs shall be submitted to the Agency for review and comment.

6. [§ 415] Utilities

The Agency shall require that all utilities for any new development or any remodeling which would require the determining of a building permit under the Uniform Building Code shall be in compliance with Section 17.32.220 of the Lindon City Land Development Code regarding underground utilities.

7. [§ 416] Oil, Gas, or Other Mineral Substances

Within the Project Area, except with the approval of the City Council, there shall be no extraction of oil, gas, or other mineral substances, nor any opening or penetration for any purpose connected therewith within 500 feet of the surface of the Project Area.

8. [§ 417] Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon sex, race, color, creed, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. Nothing herein shall be construed to preclude religious or religiously affiliated institutions from engaging in activities which uniquely benefit adherents of the religion in question or foster or advance the religious mission of the institution.

9. [§ 418] Subdivision of Parcels

No parcel in the Project Area, shall be subdivided or resubdivided without the approval of the Agency.

10. [§ 419] Variations

Variations from State and local law shall be permitted only pursuant to the processes, procedures, and standards of the State or local law from which a variation is being sought.

H. [§ 420] Quality of Development

The objective of this Plan is to create an attractive and pleasant environment in the Project Area.

I. [§ 421] Building Permits

Building permits shall be issued for the construction of any new building or for any construction on an existing building in the Project Area only after compliance with normal City requirements for obtaining a building permit and after receiving approval of the Agency. The Agency may delegate to its Executive Director or one or more other persons or entities the

right to give such approvals or to participate in the giving of such approvals on such terms and conditions and with respect to such types of projects as it may determine by resolution.

If a building permit is being sought with respect to construction undertaken pursuant to a participation or development agreement with the Agency, the building permit shall not be issued until the Agency determines that the proposed construction complies with the terms of the participation or development agreement in question. If the Agency takes no action within 30 days after receiving notice of the permit application, it shall be deemed that the proposed construction complies with the agreement in question.

J. [§ 422] Notice to Landowners

The Agency shall give notice to landowners located within 300 feet of proposed development in the Project Area before finalizing participation or development agreements on the same basis and using the same process as notice is given in zoning changes.

K. [§ 423] Buffering

Appropriate buffering shall be provided wherever, in the judgment of the Agency, buffering is necessary to protect adjacent properties.

V. [§ 500] AESTHETICS, LANDSCAPING

The Project Area is located at the entrance to Lindon from Interstate 15. It is a goal of this Plan to promote development which will enhance the visual attractiveness of this entrance into Lindon. The Agency is authorized to submit standards to the City Council for consideration and approval which shall govern aesthetic requirements for structures and landscaping within the Project Area.

VI. [§ 600] METHODS FOR FINANCING THE PROJECT

A. [§ 601] General Description of the Proposed Financing Methods

The Agency is authorized to finance this Project with financial assistance from the City, State of Utah, the Federal government, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source.

The property tax increments referred to in the preceding paragraph shall be as set forth in Section 602 below. Briefly stated, the tax increments that will be available under

this Plan are determined in the following manner. After the Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to adoption of the Plan. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other taxing entities continue to be entitled to receive the tax revenues that result from application of prevailing tax rates to the base figure of taxable value, so long as the total of taxable values in the project area exceed the base figure. The tax increments are made available for financing or assisting with the financing of redevelopment within the Project Area. Such financing can be accomplished through the use of tax increment bonds or other borrowing. These bonds or other borrowing are retired using the tax increments generated from increased taxable values within the Project Area. Bond holders and other creditors have no recourse against anything but such tax increments for payment of such bonds or other borrowing to the extent such bonds or other borrowing are based solely on tax increments. In particular, they have no claims against City funds.

Advances and loans for the processes in creating the Agency and adopting this plan for survey and planning, and for the operating capital for administration of this Project have been and are to be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than the City. The City as it is able is authorized to supply additional assistance through City loans and grants for various public facilities. All advances and loans from the City shall bear a reasonable rate of interest.

The Agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the Project.

The Agency is authorized to obtain advances, to borrow funds and to create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency.

It is the intent of this Plan that the Agency will usually purchase property only when the Agency has an agreement assuring that the property will be disposed of to a public or private developer or participant. Thus this Redevelopment Project will proceed and be carried out only if and when financing becomes available. The financing of this project is

primarily based upon the willingness of public and private entities to invest and develop in the Project Area.

The financing of the Project can also occur through advances from private developers and from purchase prices and rental payments paid by developers and participants.

B. [§ 602] Tax Increments

Pursuant to Section 11-19-29 of the Utah Code, as amended, all taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, County of Utah, Lindon City, any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

Property taxes, if any, levied upon taxable property in the Project Area each year by or for the benefit of the state of Utah, any city, county, city and county, district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving the redevelopment plan, shall be divided as follows:

(a)[See Utah Code § 11-19-29(a)] That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the taxable value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized prior to the effective date of the ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in a redevelopment project on the effective date of the ordinance but to which the territory is annexed or otherwise included after the effective date, the assessment roll of the county last equalized on the effective date of the ordinance shall be used in determining the taxable value of the taxable property in the project on the effective date); and

(b)[See Utah Code § 11-19-29(e)] That portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under Subsection (a) shall be allocated to and when collected shall be paid into a special fund of the redevelopment agency according to the limits established in Subsection (c) to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the redevelopment agency after April 1, 1983, to finance or refinance, in whole or in part, the redevelopment project. Payment of tax revenues to the redevelopment agency shall be subject to and shall except uncollected or delinquent taxes in the same manner as payments of taxes to other taxing agencies are subject to collection. Unless and until the total taxable value of the taxable property in the project exceeds the total taxable value of the taxable property in the project as shown by the last equalized assessment roll referred to in Subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the redevelopment project shall be paid into the funds of the respective taxing agencies. When the loans, advances, and indebtedness, if any, and any interest have been paid, all moneys received from taxes upon the taxable property in the redevelopment project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

(c)[See Utah Code § 11-19-29(f)] For purposes of Subsection (b) the maximum amounts which shall be allocated to and when collected shall be paid into the special fund of the redevelopment agency may not exceed the following percentages:

(i) For a period of the first five tax years commencing from the first tax year a redevelopment agency accepts an amount allocated to and when collected paid into a special fund of the redevelopment agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether

funded, refunded, assumed, or otherwise) which loans, advances, or indebtedness are incurred by the redevelopment agency after April 1, 1983, 100% of that portion of the levied taxes each year in excess of the amount allocated to and when collected paid into the funds of the respective taxing agencies under Subsection (a);

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

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

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

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

- (d) [See Utah Code § 11-19-29(g)] Nothing contained in Subsections (b) and (c) prevents an agency from receiving a greater percentage than those established in Subsection (c) of the levied taxes of any local taxing agency each year in excess of the amount allocated to and when collected paid into the funds of the respective local taxing agency if the governing body of the local taxing agency consents in writing.

The Agency is authorized to make pledges of portions of taxes allocated to the Agency pursuant to Section 602 above as to specific advances, loans and indebtedness as appropriate in carrying out the Project. Such pledges may be

irrevocably pledged by the Agency for the payment of the principal of and interest on the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

Taxes shall be allocated and paid to the Agency consistent with the provisions of this Plan only to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the Redevelopment Project.

C. [§ 603] Other Loans and Grants

Any other loans grants, guarantees, or financial assistance from the United States or any other public or private source will be utilized if available as appropriate in carrying out the Project.

D. [§ 604] No Encumbrances on Private Property Without Owner Consent

The Agency shall not be entitled to create any indebtedness which would encumber or lien any privately owned property within the Project Area without the express written consent of the owner of such property. Nothing herein shall be construed to preclude the Agency from issuing revenue bonds secured by pledges of portions of taxes allocated to the Agency pursuant to Section 602 above. Further, nothing herein shall be construed as a limitation or waiver of any of the normal powers of the City of Lindon or any other governmental entity that may have authority with respect to one or more properties in the Project Area.

VII. [§ 700] ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Subject to the provisions of applicable federal, state and local law, action by the City shall include, but not be limited to, the following:

- a. Institution and completion of proceedings for openings, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-ways, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area.

- b. The requirement of abandonment and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out the Plan.
- c. Institution and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within the project area.
- d. Revision of zoning within the Project Area to permit the land uses and development authorized by this Plan.
- e. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the project area to be commenced and carried to completion without unnecessary delays.
- f. The undertaking and completing of any other actions or proceedings necessary to carry out the Project.

VIII. [§ 800] ADMINISTRATION AND ENFORCEMENT OF THE PLAN

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency's Governing Board.

The Administration and enforcement of this Plan and any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

The City Council shall have the financial affairs of the Agency audited annually by an independent auditing firm.

IX. [§ 900] DURATION OF THIS PLAN AND VARIOUS PLAN PROVISIONS

The nondiscrimination and nonsegregation provisions of this Plan shall run in perpetuity. With respect to property which is sold, conveyed, leased or otherwise disposed of by the Agency pursuant to this Plan, the Agency shall retain controls and establish restrictions and covenants running with the land sold or leased for private use for not more than 25 years from the date of such sale or lease and under such conditions as are provided in the Plan.

The Agency may not issue bonds for redevelopment projects undertaken pursuant to this Plan after fifteen years from the date of the approval of this Plan.

No tax increment from the Project Area may be allocated to or used by the Agency after thirty-two years from the date of the approval of this Plan.

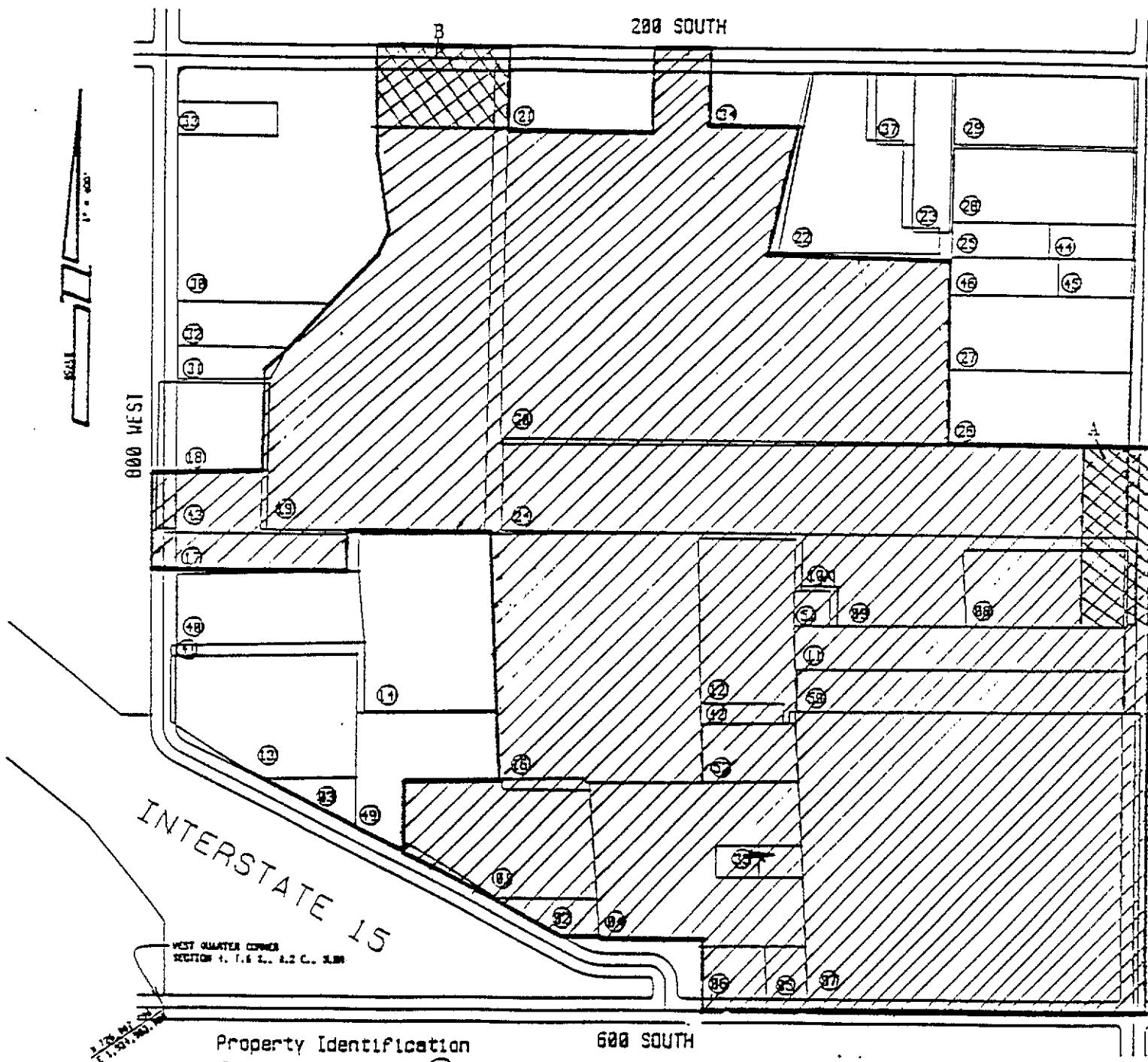
X. [§ 1000] PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Section 11-19-23 of the Utah Neighborhood Development Act or by any other procedure established by law.



EXHIBIT A

LAND USE MAP

ENT 76722 BK 3811 PG 416



Flagged Areas (A & B) indicate alternative permitted uses (See Section 402). For full description of permitted uses, see Sections 400-411 of the Redevelopment Plan.

- District Boundary
-  Commercial-Manufacturing-and Distribution
-  Residential

REDEVELOPMENT AREA
BOUNDARY DESCRIPTION
Prepared November 7, 1989

Beginning at a point on the North right-of-way line of 200 South Street, Lindon, Utah, said point being EAST 568.50 feet and NORTH 35.38 feet from the northwest corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°45'36" East along said right-of-way 360.95 feet; thence South 00°07'00" West 232.25 feet; thence North 89°57'00" East 400.00 feet; thence North 00°07'00" East 233.58 feet; thence North 89°45'36" East 158.70 feet; thence South 00°07'00" West 212.88 feet; thence North 89°57'00" East 243.04 feet; thence South 12°00'00" West 372.02 feet; thence South 88°38'20" East 491.54 feet; thence South 00°42'00" East 512.39 feet; thence North 90°00'00" East 552.80 feet to the East right-of-way line of 400 West Street, Lindon, Utah; thence South 00°09'34" East along said right-of-way line 1389.75 feet to the center line of 600 South Street, Lindon, Utah; thence South 89°48'14" West along said center line 1200.03 feet; thence NORTH 199.38 feet; thence South 89°38'41" West 282.90 feet; thence North 03°38'30" West 6.62 feet; thence WEST 109.14 feet; thence North 82°31'51" West 487.48 feet; thence North 00°06'03" West 204.07 feet; thence North 88°49'00" East 253.66 feet; thence North 02°58'00" West 698.14 feet; thence WEST 388.73 feet; thence SOUTH 109.92 feet; thence WEST 526.39 feet to the West right-of-way line of 800 West Street, Lindon, Utah; thence North 00°56'01" West along said right-of-way line 265.60 feet; thence North 88°09'35" East 294.68 feet; thence NORTH 280.40 feet; thence North 46°31'09" East 87.74 feet; thence North 42°11'00" East 359.10 feet; thence North 22°08'00" East 74.15 feet; thence North 09°44'00" West 212.65 feet; thence North 01°39'00" West 305.27 feet.

TOTAL AREA = 102.615 Acres

NET AREA (excluding streets) = 98.156 Acres

EXHIBIT C

ENT 76722 BK 3811 PG 418

OWNER	Tax ID #	Acreage
HARRIS, NYLE & EDITH J	17:015:01	3.36
HARRIS, NYLE & EDITH J	17:015:02	0.46
UDEN, WILFORD & CECILIA	17:015:17	1.12
G & M PROPTERTIES LTD	17:015:16	9.05
SEAMSTER, MARY A	17:015:43	0.98
G & M PROPERTIES LTD	17:015:19	13.53
SUTCH, ROBERT & CYNTHIA P	17:015:24	10.00
ASTON, DON	17:015:20	21.82
GILLIES, JOSEPH & CHRISTINE B	17:015:06	0.60
GILLIES, DARRELL & ALENE M	17:015:05	0.39
GILLIES, DONNA RAE	17:015:04	5.37
GILLIES, RAY & KARLA J	17:015:35	0.75
SEEGMILLER, SCOTT & ROBBIN J	17:015:52	0.98
SEEGMILLER, WOODROW & SHIRLEY	17:015:42	0.30
SEEGMILLER, WOODROW & SHIRLEY	17:015:12	2.81
SEEGMILLER, WOODROW & SHIRLEY	17:015:10	0.08
SEEGMILLER, DANIEL MARK	17:015:51	0.23
SEEGMILLER, WOODROW & SHIRLEY	17:015:09	2.71
ABP INVESTMENTS	17:015:08	2.22
ABP INVESTMENTS	17:015:11	2.52
ABP INVESTMENTS	17:015:50	2.44
BP INVESTMENTS	17:015:07	17.40
TOTALS		99.12

Total Acreage: 99.12
 Taxable Value: \$760,598

EXHIBIT "C"
TO TAX INCREMENT AGREEMENT
EXISTING DEVELOPMENT PLANS OF THE AGENCY

I. GENERAL

Development includes, but is not limited to, land acquisition and construction of improvements necessary to provide traffic circulation around the southeast portion of the Business Park Area and solutions to surface and subsurface water, sewer, culinary water, fire protection, irrigation water and other infrastructure needs. This includes constructing necessary drainage improvements, constructing irrigation facilities, constructing all improvements for 400 South from 400 West to the point where 400 South intersects the Parkway (600 West), constructing all improvements for the Parkway from 600 South to 400 South including the intersections at 400 South, 500 South and 600 South, constructing all improvements for the widening of 400 West from 600 South to 200 South including the intersections at 400 South and 200 South, placing imported fill material to permit relocation and reconstruction of the power line on the west side of 400 West from 600 South to 200 South, constructing all improvements for 600 South from the Parkway to 240 West including the intersection at 400 West, and relocating and constructing all improvements for 500 South (the frontage road) from its connection with 800 West to its intersection with the Parkway.

Development also includes, but is not limited to, construction of improvements necessary to provide traffic circulation around and through the balance of the Business Park Area and to provide for surface and subsurface water, sewer, culinary water, fire protection, irrigation water and other infrastructure needs. This includes constructing necessary drainage improvements, constructing irrigation facilities, constructing all improvements for the Parkway (600 West) from 400 South to 200 South including the intersection at 200 South, constructing all improvements for 400 South from the Parkway to 800 West including the intersection at 800 West, constructing all improvements for the widening of 200 South from 400 West to 800 West, including the east side of the intersection at 800 West, constructing all improvements for 800 West from 200 South to its connection with 500 South. The Basic Concept Plan for the Business Park Area is attached as Attachment No. 2 and made a part hereof by this reference.

II. DEVELOPMENT.

A. Development by Company.

1. Subsurface Drain-Phase 1 and 2. The RDA has constructed or caused to be constructed a subsurface drainage system to drain the subsurface water from Unit "A". See the

Project Area described on Attachment No. 1 and made a part hereof by this reference. The construction has included Subsurface Drain-Phase 1 and extending the south system of Subsurface Drain-Phase 1 to the east side of the parking lot as shown on the Company's site plan on file with the City and then extending it north and south along the east side of said parking lot. The north system has been constructed beginning at the existing irrigation/drainage ditch on Parcel 09 (see Attachment No. 1) and extending east between the south line of 400 South and the WordPerfect building then extending south to the point of joining the south system. Water collected by the north and south systems must be delivered to properties of historical use or if those properties are acquired and the water rights with them then the water can be delivered to a lower point and used as a water amenity of the Business Park or in an irrigation system. The Company shall obtain the conveyance by the Company and other owners to the RDA or the City, as determined by the RDA, of sufficient easements or fee title to the necessary parcels of property, as determined by the RDA for the subsurface Drain-Phase 1 and 2.

2. Irrigation System. The Company shall construct and convey to the City or RDA, upon request made by the RDA, a piped irrigation system which connects to the north and south subsurface drainage systems constructed pursuant to paragraph II(A.) (2) above and which extends along the entire length of the Parkway and connects to the existing Cobbley Irrigation Company's concrete ditch on the north side of 200 South Street and additional necessary modifications to provide for existing irrigation water rights and/or uses, including the following improvements:

- a. Pressure irrigation pipeline with associated valves and appurtenances.
- b. Concrete irrigation boxes.
- c. Connections to existing irrigation boxes located on the west and north sides of Unit A.
- d. Additional construction necessary to provide for existing water irrigation rights and/or uses.

3. 400 West Right-of-Way and Improvements. The Company shall acquire and convey to the City a sixty-six (66) foot right-of-way along 400 West between 200 South and 600 South to allow widening and improvement of 400 West, and the Company shall construct or cause to be constructed the following improvements in the right-of-way thus acquired:

- a. Roadway excavation, granular subgrade and roadbase.

- b. Curb, gutter sidewalk along both sides of 400 West.
- c. Curb-to-curb asphalt.
- d. Piping of irrigation/drainage ditch on the east side of 400 West.
- e. Replacement and upgrading of the water line in 400 West (must be done at the same time that the street improvements are done).
- f. Adding fire hydrants so they are installed at 400 foot intervals, as required by the Lindon City Code.
- g. Moving and reconstruction of power lines along the west side of 400 West. This includes reconstruction of the distribution main at this location. Fill must be placed to finished grade before final setting of poles.
- h. Signing, lighting, landscaping and sprinkler system.
- i. Other construction and appurtenances as determined necessary by the RDA.

4. 600 South Right-of-Way and Improvements. The Company shall acquire and convey to the City a forty-five (45) foot right-of-way extending from the Lindon City boundary in the center of 600 South between 400 West and the I-15 on ramp and a thirty-three (33) foot right-of-way from the Lindon City boundary in the center of 600 South between 400 West and 240 West; the RDA shall seek to bring about cooperation with Orem City and the Utah Department of Transportation ("UDOT") for improvement of both sides of 600 South (the forty-five (45) foot right-of-way on the Lindon side of 600 South is to be used for construction of a 12 foot acceleration/-deceleration lane in addition to maintaining a full sixty-six (66) foot right-of-way for 600 South); and the Company shall construct or cause to be constructed the following improvements in this Right-of-Way and other improvements both within and without the Right-of-Way, as agreed between the Company, Orem City and UDOT:

- a. Street widening and construction of an acceleration/deceleration lane on the north side of 600 South.

- b. Roadway excavation, granular subgrade and roadbase.
- c. Construction of curb, gutter and sidewalk.
- d. Construction of storm drain facilities and appurtenances.
- e. Powerline relocation and/or reconstruction.
- f. Construction of sanitary sewer facilities and appurtenances.
- g. Construction of waterline, fire hydrants and appurtenances.
- h. The profile of 600 South east of 400 West will be lowered to create a safer intersection at 400 West. This must be coordinated with Orem City and UDOT.
- i. Signing, lighting, landscaping and sprinkler system.
- j. Other construction and appurtenances as determined necessary by the RDA, Orem City and UDOT.

5. 400 South Right-of-Way and Improvements. The Company shall acquire and convey to the City a sixty-six (66) foot right-of-way for the construction of 400 South from 400 West to the point of intersection with the Parkway (600 West), and the Company shall construct or cause to be constructed the following improvements in this Right-of-Way:

- a. Roadway excavation, granular subgrade and roadbase.
- b. Curb and gutter. Sidewalk need not be installed until the development of adjacent property, but shall be installed at that time.
- c. Curb-to-curb asphalt.
- d. Sewer, water, fire hydrants and drainage improvements.
- e. Signing, lighting, landscaping and sprinkler system.

- f. Other construction and appurtenances as determined necessary by the RDA.

6. Parkway Right-of-Way and Improvements. The Company shall acquire and convey to the City an eighty (80) foot right-of-way for the installation of the Parkway from 600 South to the intersection with 400 South, including the area for the intersection, and the Company shall construct or cause to be constructed the following improvements in this Right-of-Way:

- a. Roadway excavation, granular subgrade and roadbase.
- b. Curb and gutter. Sidewalk need not be installed until the development of adjacent property, but shall be installed at that time.
- c. Curb-to-curb asphalt.
- d. Sewer, water, fire hydrants, irrigation, and drainage improvements.
- e. Median strip.
- f. Signing, lighting, landscaping and sprinkler system.
- g. Other construction and appurtenances as determined necessary by the RDA.

7. 500 South Right-of-Way and Improvements. Construction of the Parkway will require realignment of the frontage road to accommodate a proper intersection at 600 South. The Company shall acquire and convey to the City a sixty-six (66) foot right-of-way for the construction of the realigned frontage road (500 South) from the Parkway (600 West) to 800 West, including intersections, (this must be coordinated with UDOT), and the Company shall construct or cause to be constructed the following improvements in this Right-of-Way:

- a. Roadway excavation, granular subgrade and roadbase.
- b. Curb and gutter. Sidewalk need not be installed until the development of adjacent property, but shall be installed at that time.
- c. Curb-to-Curb asphalt.

- d. Sewer, water, fire hydrant, and drainage improvements.
- e. Signing, lighting, landscaping and sprinkler system.
- f. Other construction and appurtenances as determined necessary by the RDA.

8. Surface and Subsurface Drainage System. The Company shall acquire and convey to the City easements or fee title for the construction, operation and maintenance of an open channel drainage system capable of handling all surface and subsurface water for the Business Park Area. This channel is to be constructed outside of the street rights-of-way on the north side of 400 South from 800 West to 400 West and on the east side of the Parkway (600 West) from 400 South to 600 South. Crossings of the channel with streets and driveways will require installation of culverts; extensions of the open channel may be required in subsequent phases; and, the Company shall construct the following improvements in the easements or fee title thus acquired:

- a. An open channel with cobble lined bottom to prevent erosion.
- b. Culverts at crossings of the channel with 400 South and with the Parkway.
- c. Landscaping and sprinkler system.
- d. Other construction and appurtenances as determined necessary by the RDA.

The channel sides shall be sloped at 3 horizontal to 1 vertical. The responsibility for maintaining the landscaping of the channel side and adjacent area shall be with the adjacent property owners. Such maintenance shall in no way diminish the functional capacity of the channel nor create an unsightly nuisance.

This open channel is to operate as a natural drainage for subsurface water and as a stormwater detention facility which is a part of the stormwater management plan for the Business Park Area and off site areas.

9. 400 South Right-of-Way and Improvements. The Company shall acquire and convey to the City a sixty-six (66) foot right-of-way for the construction of 400 South from 800 West to the point of intersection with the Parkway (600 West), and the Company, shall construct or cause to be constructed the following improvements in this Right-of-way:

- a. Roadway excavation, granular subgrade and roadbase.
- b. Curb and gutter. Sidewalk need not be installed until the development of adjacent property, but shall be installed at that time.
- c. Curb-to-curb asphalt.
- d. Sewer, water, fire hydrants and drainage improvements.
- e. Signing, lighting, landscaping and sprinkler system.
- f. Other construction and appurtenances as determined necessary by the RDA.

10. Parkway Right-of-Way and Improvements. The Company shall acquire and convey to the City an eighty (80) foot right-of-way for the construction of the Parkway (600 West) from 200 South to the intersection with 400 South, and the Company shall construct or cause to be constructed the following improvements in this Right-of-Way:

- a. Roadway excavation, granular subgrade and roadbase.
- b. Curb and gutter. Sidewalk need not be installed until the development of adjacent property, but shall be installed at that time.
- c. Curb-to-curb asphalt.
- d. Sewer, water, fire hydrants, irrigation and drainage improvements.
- e. Median strip.
- f. Signing, lighting, landscaping and sprinkler system.
- g. Other construction and appurtenances as determined necessary by the RDA.

11. 800 West Right-of-way and Improvements. The Company shall acquire and convey to the City a sixty-six (66) foot right-of-way along 800 West between 200 South and 500 South to allow widening and improvement of 800 West, and the Company shall construct or cause to be constructed the following improvements in the right-of-way thus acquired:

- a. Roadway excavation, granular subgrade and roadbase.
- b. Curb, gutter and sidewalk along both sides of 800 West.
- c. Curb-to-curb asphalt.
- d. Piping of drainage ditch on a portion of the west side of 800 West.
- e. Adding fire hydrants so they are installed at 400 foot intervals, as required by the Lindon City Code.
- f. Undergrounding or other moving and reconstruction of power lines.
- g. Signing, lighting, landscaping and sprinkler system.
- h. Other construction and appurtenances as determined necessary by the RDA.

12. 200 South Right-of-Way and Improvements. The Company shall acquire and convey to the City a sixty-six (66) foot right-of-way along 200 South between 400 West and 800 West to allow widening and improvement of 200 South, and the Company shall construct or cause to be constructed the following improvements in the right-of-way thus acquired:

- a. Roadway excavation, granular subgrade and roadbase.
- b. Curb, gutter and sidewalk along both sides of 200 South.
- c. Curb-to-curb asphalt.
- d. Piping of drainage/irrigation ditch on south side of 200 South.
- e. Adding fire hydrants so they are installed at 400 foot intervals, as required by the Lindon City Code.
- f. Constructing a box culvert for the crossing of the Hollow Stream with 200 South.
- g. Construction of irrigation diversion structures and street crossings.

- h. Signing, lighting, landscaping, and sprinkler system.
- i. Other construction and appurtenances as determined necessary by the RDA.

B. Company's Additional Responsibilities.

1. Completion of Construction. Company shall complete construction of all buildings and improvements on Unit A.

2. Roadway Dedications. The Company shall join in and execute any dedication plats or other documents required in connection with obtaining the various rights-of-way, easements and fee simple title conveyances that the Company is to obtain or cause to be obtained and conveyed to the City. Such dedications shall be provided without cost to the City and/or the RDA. All documents shall be prepared at the expense of the Company.

3. Easements, Rights-of-Way. The Company shall grant to the City or the RDA, as the RDA may elect, such easements, fee simple title, or rights-of-way as may be required for water, sewer, irrigation, drainage, or other utilities to be installed in connection with the development of the Business Park Area. Such easements or rights-of-way shall be provided without cost to the City and/or the RDA. All documents shall be prepared at the expense of the Company.

4. Water Rights. The Company shall convey all water rights it acquires or has acquired within the Business Park Area to Lindon City Corporation. The RDA shall not be required to transfer any water rights it acquires in connection with any acquisition of property within the Business Park Area to the Company.

5. Architecture and Design. The buildings and other structures to be constructed or completed within the Business Park Area shall be of good architectural quality and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and exterior finish of each building must be consonant with, visually related to, physically related to, and an enhancement to each other and to adjacent buildings within the Business Park Area. The Company's plans and proposals submitted to RDA for approval shall be consistent with the Basic Concept Plan and Company's Site Plan for Unit A, and subsequent progressive plans shall describe in reasonable detail the architectural character intended for other portions of the Business Park Area as development proceeds.

The Company shall also incorporate the following requirements in carrying out the construction of the development:

- a. Use compatible and complimentary architectural design treatments on buildings including materials, textures, and color to create a strong positive image for Lindon City from the freeway and from 600 South.
- b. The signing and decorations for the project shall be harmonious, integrated in terms of colors, textures, materials, typeface, and copy. The architectural statement being made by the building design should be consistent with the Participant's signage program required in Section 6 hereinbelow.
- c. All protuberances and accessory equipment required for the complex such as piping, air conditioning equipment, utility facilities, satellite antenna dishes and similar equipment shall be carefully screened so as not to detract from the remainder of the positive design statement being made.

6. Signage. All signs on the exteriors of buildings and structures developed as a part of the Company's improvements on the Business Park Area are of special concern to the RDA, and must be approved by RDA with respect to number, size, location and lighting, which approval shall not be unreasonably withheld, and must comply with applicable City ordinances and codes. A complete and integrated signing program for the entire Business Park Area shall be submitted by the Company to the RDA which shall include setting standards for building and business identification, automobile and pedestrian circulation as well as parking lot and structure circulation.

7. Fire Protection. The Company shall meet the standard City requirements for fire hydrants, water mains, building sprinklers, fire flow, access and design. The buildings must also meet all of the building and safety codes as required by the City.

8. Seismic Safety. The Company shall comply with the following measures to reduce the hazards associated with earthquakes and related seismic hazards:

- a. Adequate soils analysis shall be conducted by professional consultants retained by the Company for the Business Park Area. The recommendations for structural and foundation construction standards set forth in the Building Code shall be incorporated into all construction plans.

- b. Establish and pre-plan evacuation of the Business Park Area, treatment of injuries and the method to obtain assistance from the City in the event of a major crisis.

9. Noise. The Participant shall comply with applicable City, State and Federal noise laws and regulations.

10. Air Quality. The Participant shall comply with applicable City, State and Federal air quality laws and regulations.

11. Landscaping, Finish Grading and Open Space Plan. The Company shall prepare and submit to the RDA for its approval the preliminary and final landscaping plan and preliminary and finish grading plans. Such plans shall conform with the following:

- a. Parking lots shall be landscaped and bermed, if feasible, around the periphery to buffer the parked cars from the street. Approximately 50 percent of the landscaping shall be turf, the remainder low ground-cover and mature landscaping.
- b. Mass planting and special design treatments shall be provided at entrances taking care not to create dangerous site distance problems. Massed plantings shall also be used to screen and buffer less desirable areas and pollution sources.
- c. Interior landscaping of parking areas shall comply with the City Code requirements.
- d. All landscaping shall be irrigated with drip or sprinkler systems and shall be adequately maintained.

12. Lighting. All exterior lighting shall be concealed source except for pedestrian oriented accent lights. Lighting fixtures (poles) for all parking lots and large area lighting shall be of the same general design throughout the Business Park Area and shall be approved by the RDA. Company shall be responsible for operation and maintenance of all lighting except lighting of streets.

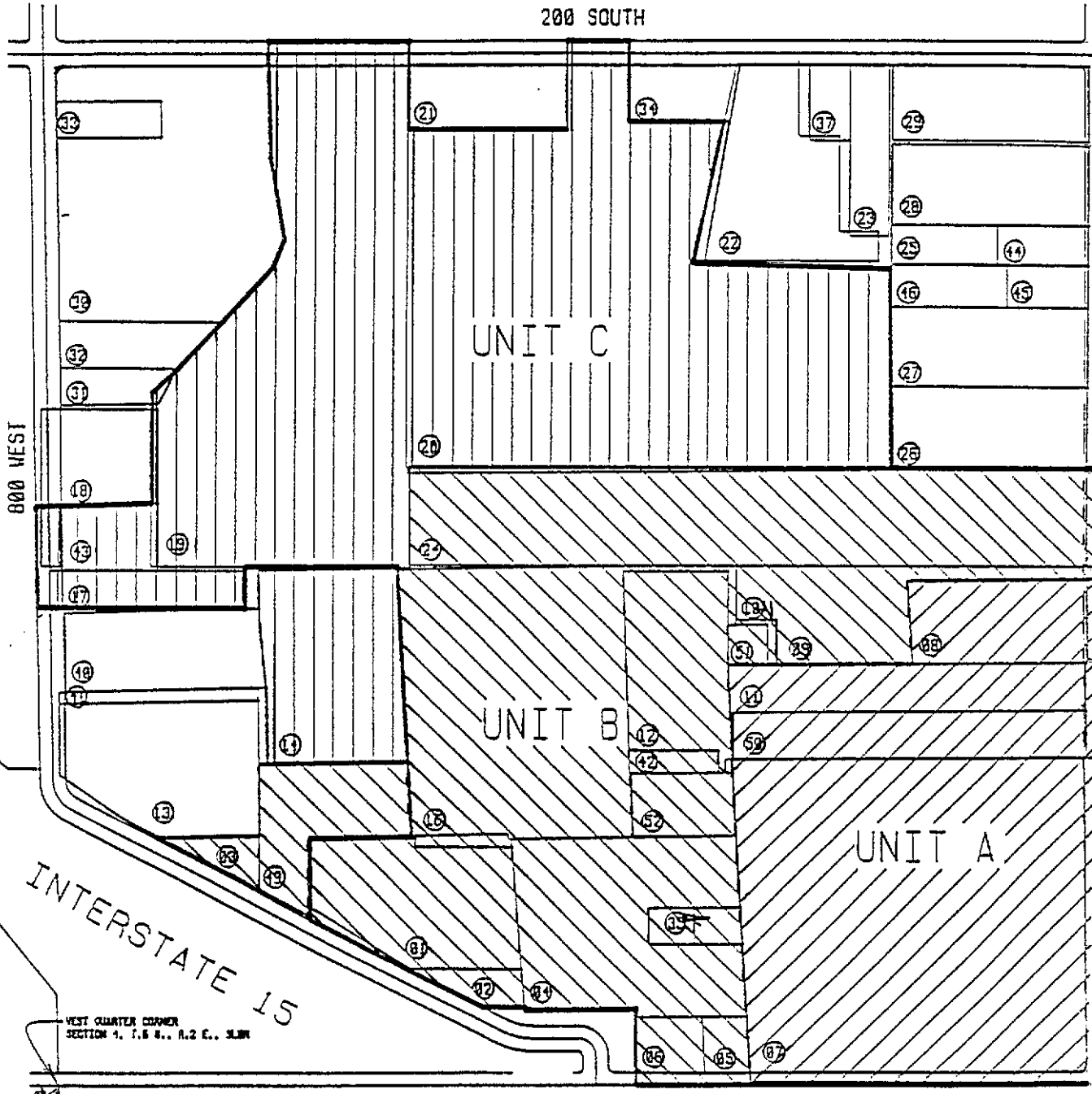
13. Easements. The Company shall grant and permit all necessary and appropriate easements and rights for the development of the Business Park Area including but not limited to easements and right of vehicular access, pedestrian access, parking, structural support, sewers, storm drains, water, electrical power,

telephone, natural gas, etc., without cost to the City and/or the RDA.

BUSINESS PARK AREA MAP

Attachment No. 1

200 SOUTH



INTERSTATE 15

WEST QUARTER CORNER
SECTION 4, T.5 N., R.2 E., S.10W

Property Identification

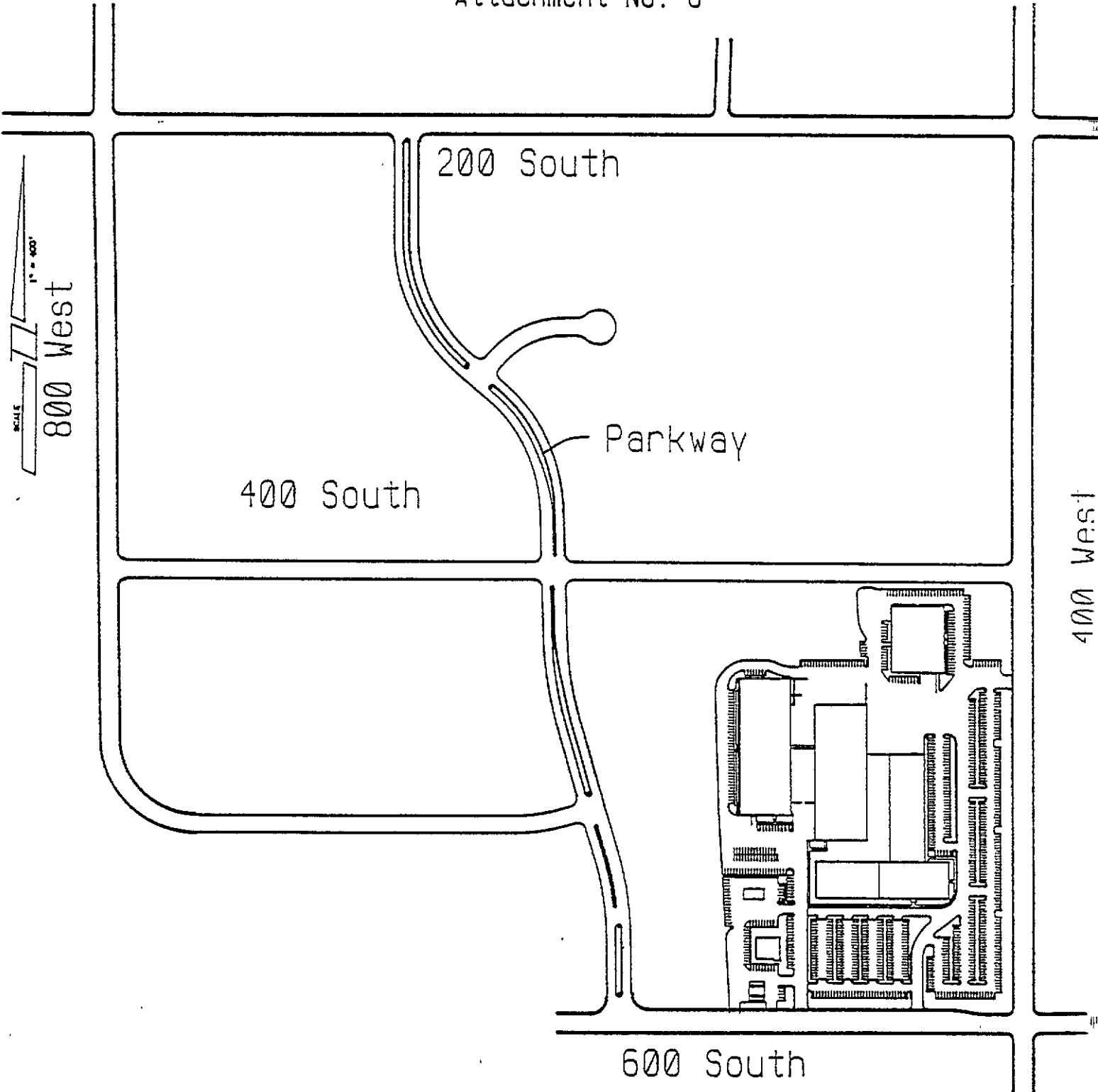
Serial No. 17:015: 00

600 SOUTH

Project Area Boundary

AGENCY BASIC CONCEPT PLAN

Attachment No. 6



**EXHIBIT "D" OF TAX INCREMENT AGREEMENT
WATER SYSTEM IMPROVEMENTS**

ENT 76722 BK 3811 PG 433

ENT 76722 BK 3811 PG 434

LINDON CITY CORPORATION
 1991 CULINARY WATER SYSTEM IMPROVEMENTS
 PRELIMINARY COST ESTIMATE
 08/12/91 UPDATED
 08/12/91 PRINTED
 PAGE FOUR

ITEM NO.	DESCRIPTION	ESTIMATED QUANTIT UNIT	UNIT PRICE	AMOUNT
MAIN TANKS TO CENTER STREET AT NORTH UNION CANAL				

1	18-inch ductile iron waterline.	4200 LF	\$32.00	\$134,400
2	Murdock canal crossing.	1 EACH	\$15,000.00	\$15,000
3	Asphalt surface restoration. (6' x (1100' + 1000'))	12600 SF	\$1.50	\$18,900
4	Pressure reducing/pressure relief stations.	3 EACH	\$18,000.00	\$54,000
5	Make connection to existing lines at main tanks.	1 LS	\$5,000.00	\$5,000
6	Make connection on Center Street below North Union Canal.	1 LS	\$1,000.00	\$1,000
7	Easement below Murdock Canal.	1 LS	\$2,500.00	\$2,500
TOTAL ESTIMATED CONSTRUCTION COST				\$230,800
CONTINGENCY @ 10 PERCENT				\$23,080
ADMINISTRATIVE, LEGAL AND ENGINEERING @ 15 PERCENT				\$34,620
TOTAL ESTIMATED COST				\$288,500

EXHIBIT "D"
 TAX INCREMENT AGREEMENT
 "Water System Improvements"