



PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Agenda

5:30 PM, Tuesday, March 05, 2024

Council Chambers

Hybrid meeting: 445 W. Center Street, Provo, UT 84601 or

<https://www.youtube.com/provocitycouncil>

The in-person meeting will be held in the **Council Chambers**. The meeting will be available to the public for live broadcast and on-demand viewing on YouTube and Facebook at: [youtube.com/provocitycouncil](https://www.youtube.com/provocitycouncil) and [facebook.com/provocitycouncil](https://www.facebook.com/provocitycouncil). If one platform is unavailable, please try the other. If you do not have access to the Internet, you can join via telephone following the instructions below.

TO MAKE A VIRTUAL PUBLIC COMMENT:

To participate in the public comment portion(s) of the meeting, call in as an audience member as the presentation is wrapping up. Be sure to mute/silence any external audio on your end to reduce feedback (if you are viewing the live proceedings on YouTube, mute the YouTube video; you will be able to hear the meeting audio through the phone while you are on the line).

Press *9 from your phone to indicate that you would like to speak. When you are invited to speak, the meeting host will grant you speaking permission, calling on you by the last four digits of your phone number. Please begin by stating your first and last name, and city of residence for the record. After you have shared your comment, hang up. If you wish to comment on a later item, simply re-dial to rejoin the meeting for any subsequent comment period(s).

March 05 Council Meeting: Dial 346 248 7799. Enter Meeting ID 811 1518 8794 and press #. When asked for a participant ID, press #. To join via computer, visit zoom.us and enter the meeting ID and passcode: 616109.

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

Opening Ceremony

Roll Call

Prayer

Pledge of Allegiance

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.
Please limit your comments to two minutes.
State Law prohibits the Council from acting on items that do not appear on the agenda.

Action Agenda

1. An ordinance vacating the public street known as Temple Hill Drive and approving a related vacation agreement. (24-023)
2. A resolution placing a 0.366 acre parcel of ground in the vacated right-of-way of Temple Hill Drive on the surplus property list and approving the sale to The Church of Jesus Christ of Latter-day Saints. (24-030)
3. An Ordinance Text Amendment for the adoption of a Transferable Development Rights (TDR) Overlay Zone. Citywide Application. (PLOTA20230219)
4. An ordinance amending Provo City Code regarding tenant identification wall signs. Downtown Neighborhood Application. (PLOTA20240014)

Adjournment

If you have a comment regarding items on the agenda, please contact Councilors at council@provo.org or using their contact information listed at: provo.org/government/city-council/meet-the-council

Materials and Agenda: agendas.provo.org

Council meetings are broadcast live and available later on demand at youtube.com/ProvoCityCouncil
To send comments to the Council or weigh in on current issues, visit OpenCityHall.provo.org.

The next Council Meeting will be held on Tuesday, March 19, 2024. The meeting will be held in the Council Chambers, 445 W. Center Street, Provo, UT 84601 with an online broadcast. Work Meetings generally begin between 12 and 4 PM. Council Meetings begin at 5:30 PM. The start time for additional meetings may vary. All meeting start times are noticed at least 24 hours prior to the meeting.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the ADA, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting are invited to notify the Provo Council Office at 445 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email rcaron@provo.org at least three working days prior to the meeting. Council meetings are broadcast live and available for on demand viewing at youtube.com/ProvoCityCouncil.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-207(4), which supersedes some requirements listed in Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at agendas.provo.org. Council meeting agendas are available through the Utah Public Meeting Notice website at utah.gov/pmn, which also offers email subscriptions to notices.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: BRIANJ
Department: Legal
Requested Meeting Date: 02-06-2024

SUBJECT: A discussion of an application to vacate Temple Hill Drive and surplus the City's portion of the street (24-023)

RECOMMENDATION: Presentation for discussion and questions. Intent is to bring this to the first Council Meeting in March for approval. A motion to bring the item to that meeting with the required resolutions and agreements is appropriate if so desired.

BACKGROUND: The Church of Jesus Christ of Latter-day Saints is remodeling the Provo Temple. They want to incorporate Temple Hill Drive into the project and have requested that the City vacate the street. If this happens a portion of the street will revert to City ownership. The Church has also asked that the City surplus this property and sell it to the Church to be included in the project. City staff have worked with the Church to negotiate a proposal whereby extensive City infrastructure along this alignment be replaced and consolidated with significant contribution to the costs coming from the Church.

FISCAL IMPACT: TBD - the City will have to expend some funds upon project completion to tie the installed lines into City infrastructure. However, the Church is paying for upwards of \$3,000,000 in installation costs and will also pay ~\$175,000 for the property being purchased.

PRESENTER'S NAME: Gary Millward, Deputy City Attorney

REQUESTED DURATION OF PRESENTATION: 15 minutes plus time for questions

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES: Significant improvements to City infrastructure, efficiencies of scale, and considerable savings would be derived from this proposal.

CITYVIEW OR ISSUE FILE NUMBER: 24-023

ORDINANCE 2024-____.

AN ORDINANCE VACATING THE PUBLIC STREET KNOWN AS TEMPLE HILL DRIVE (BETWEEN NORTH TEMPLE DRIVE AND TEMPLE VIEW DRIVE) AND APPROVING A RELATED VACATION AGREEMENT. (24-023)

RECITALS:

It is proposed that Provo City vacate the public street known as Temple Hill Drive (between North Temple Drive and Temple View Drive), which is adjacent to property owned by The Church of Jesus-Christ of Latter-day Saints, for a future redevelopment of the existing Provo Temple in the Public Facilities (PF) Zone; and

The legal description of the right of way to be vacated is in the attached Exhibit A and a visual depiction is in the attached Exhibit B; and

The adjacent property owner and petitioner for the street vacation desires to enter into an agreement with the City regarding the street vacation and related utility relocation issues, attached as Exhibit C; and

On December 12, 2023, the Municipal Council held a duly noticed public hearing to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

After considering the facts presented to the Municipal Council, the Council finds that (i) the action should be approved as set forth below, and (ii) such action furthers the health, safety, and general welfare of the residents of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

PART I:

Provo City Corporation hereby vacates the public street known as Temple Hill Drive (between North Temple Drive and Temple View Drive) as described in the attached Exhibit A and depicted in Exhibit B.

PART II:

40 Upon vacation of the street, the real property that was in the right of way becomes the
41 property of the adjoining property owners. In this case a portion of the right of way becomes the
42 property of Provo City and a portion becomes the property of The Church of Jesus Christ of
43 Latter-day Saints, a Utah corporation sole. The division is described and depicted in Exhibits A
44 and B.

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46 PART III:

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48 The proposed Temple Hill Drive Vacation and Utility Relocation Agreement found in
49 substantially final form in Exhibit C is approved and the Mayor is authorized to execute the
50 Agreement and make any necessary corrections to finalize it.

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52 PART IV:

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54 A. If a provision of this ordinance conflicts with a provision of a previously adopted
55 ordinance, this ordinance prevails.

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57 B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part,
58 sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of
59 the ordinance is not affected by that determination.

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61 C. This ordinance takes effect immediately after it has been posted or published in accordance
62 with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code
63 Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.

64

65 D. Immediately upon the effective date hereof, this ordinance will be recorded in the Office
66 of the Utah County Recorder, pursuant to Section 10-9a-609.5(6) of the Utah Code, and
67 the vacation of the street and the transfer of title to the adjoining property owners will be
68 effective as of the date of such recording.

69

70 E. This ordinance will remain uncodified.

71 **EXHIBIT A**

72 **Temple Hill Drive – Vacation Description**

73 **Parcel to The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole**

74 **Parcel to The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole**
75
76 Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the
77 centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the
78 section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South,
79 Range 3 East, Salt Lake Base and Meridian; and running

80
81 thence North 40°20'00" West 299.30 feet along said centerline;

82 thence South 49°40'00" West 52.00 feet to the Westerly Right-of-Way Line of Temple Hill
83 Drive;

84 thence along said Westerly Right-of-Way Line the following three (3) courses:

85 (1) North 40°20'00" West 114.40 feet;

86 (2) Northwesterly 503.55 feet along the arc of a 885.91 foot radius curve to the right (center
87 bears North 49°40'00" East and the chord bears North 24°03'00" West 496.80 feet with a central
88 angle of 32°34'00");

89 (3) North 07°46'00" West 121.42 feet to the Southerly Right-of-Way Line of North Temple
90 Drive;

91 thence along said Southerly Right-of-Way Line the following two (2) courses:

92 (1) Northeasterly 109.89 feet along the arc of a 754.46 foot radius curve to the right (center
93 bears South 28°00'43" East and the chord bears North 66°09'38" East 109.79 feet with a central
94 angle of 08°20'43");

95 (2) North 70°20'00" East 18.79 feet to the Easterly Right-of-Way Line of Temple Hill
96 Drive;

97 thence along said Easterly Right-of-Way Line the following five (5) courses:

98 (1) Southwesterly 34.09 feet along the arc of a 25.00 foot radius curve to the left (center
99 bears South 19°40'00" East and the chord bears South 31°16'29" West 31.51 feet with a central
100 angle of 78°07'02");

101 (2) South 07°46'00" East 131.20 feet;

102 (3) Southeasterly 444.52 feet along the arc of a 781.91 foot radius curve to the left (center
103 bears North 82°14'00" East and the chord bears South 24°03'11" East 438.56 feet with a central
104 angle of 32°34'22");

105 (4) South 40°20'00" East 380.62 feet;

106 (5) Southeasterly 41.82 feet along the arc of a 25.00 foot radius curve to the left (center
107 bears North 49°40'00" East and the chord bears South 88°15'03" East 37.11 feet with a central
108 angle of 95°50'05") to the Northerly Right-of-way Line of Temple View Drive;

109 thence South 43°51'00" West 80.00 feet along said Northerly Right-of-way Line to the
110 point of beginning.

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112 Contains 91,244 Square Feet or 2.095 Acres

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Temple Hill Drive – Vacation Description

Parcel to Provo City Corporation

Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running

thence South 43°51'00" West 74.35 feet to the Westerly Right-of-Way Line of Temple Hill Drive;

thence along said Westerly Right-of-Way Line the following two (2) courses:

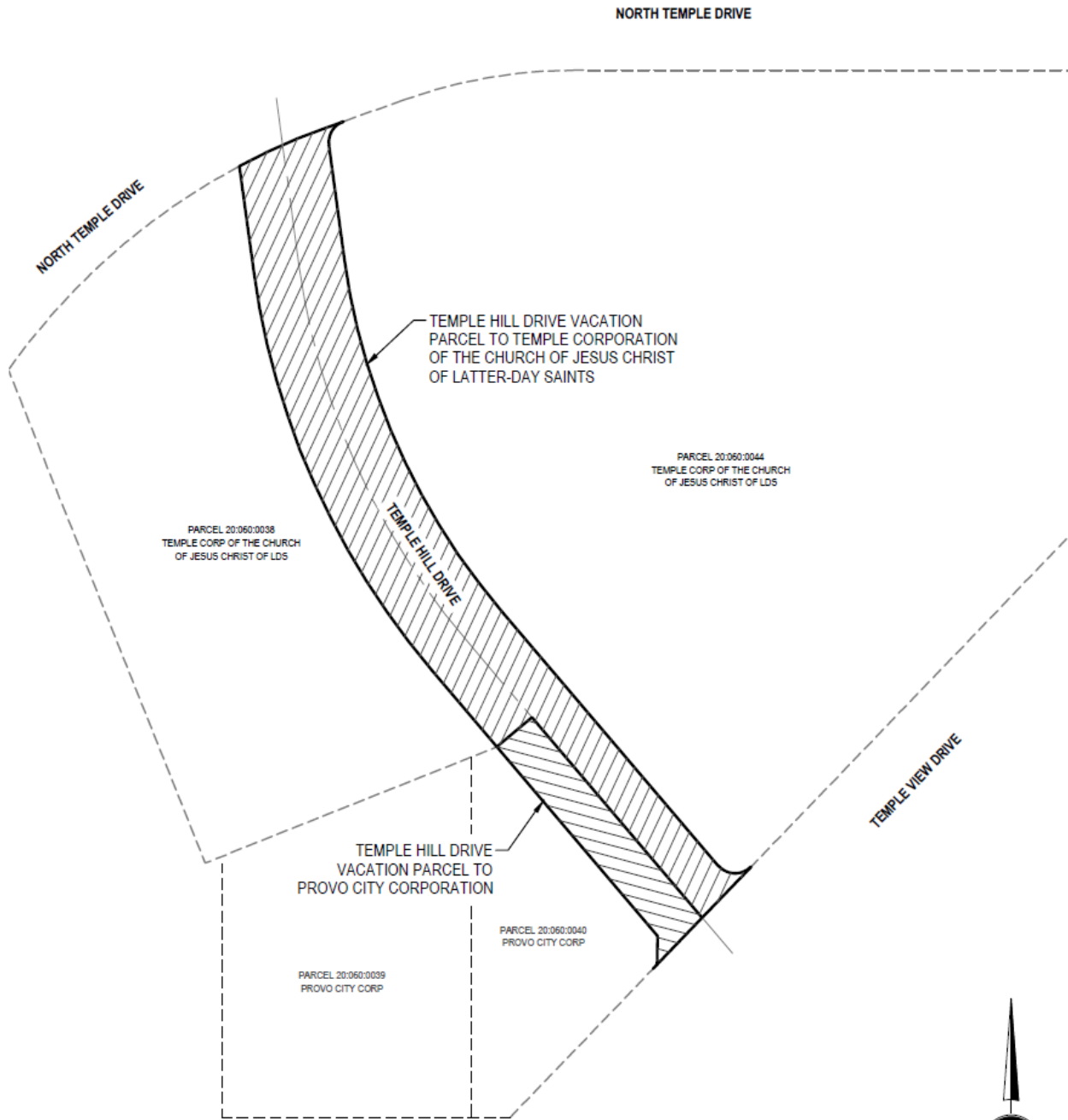
(1) North 01°38'23" East 32.84 feet;


(2) North 40°20'00" West 282.41 feet;

thence North 49°40'00" East 52.00 feet to the centerline of said Temple Hill Drive;

thence South 40°20'00" East 299.30 feet along said centerline to the point of beginning.

Contains 15,945 Square Feet or 0.366 Acres



PROJECT NUMBER 9562D PROJECT MANAGER BAM	PRINT DATE 2023-10-09 DESIGNED BY KFW	<h2 style="margin: 0;">PROVO TEMPLE</h2> <p style="margin: 5px 0 0 0;">2200 TEMPLE HILL DRIVE PROVO, UTAH</p> <p style="margin: 0 0 0 0;">TEMPLE HILL DRIVE ROADWAY VACATION EXHIBIT</p>	 <p style="margin: 5px 0 0 0;">SANDY 45 W 10000 S, Suite 500 Sandy, UT 84070 Phone: 801.255.0529 WWW.ENSIGNENG.COM</p>				
1 OF 1			<table style="width: 100%; font-size: 8px;"> <tr> <td>LAYTON Phone 801.541.1100</td> <td>TOWLE Phone 435.843.3500</td> <td>CEDAR CITY Phone 435.855.1463</td> <td>RICHFIELD Phone 435.856.2963</td> </tr> </table>	LAYTON Phone 801.541.1100	TOWLE Phone 435.843.3500	CEDAR CITY Phone 435.855.1463	RICHFIELD Phone 435.856.2963
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EXHIBIT C

[Insert Vacation and Utilities Relocation Agreement]

TEMPLE HILL DRIVE VACATION
AND UTILITY RELOCATION AGREEMENT

THIS TEMPLE HILL DRIVE VACATION AND UTILITY RELOCATION AGREEMENT (this “**Agreement**”), is made and entered into as of the __ day of March, 2024 (the “**Effective Date**”), by and between PROVO CITY, UTAH, a municipal corporation of the State of Utah (the “**City**”), and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (the “**Church**”). The City and the Church are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

- A. The Church owns certain real property situated within the City, consisting of Parcel Nos. 20-060-0044 and 20-060-0038 (collectively, the “**Church Property**”), as identified and depicted on Exhibit A attached hereto (the “**Site Map**”).
- B. The City owns Parcel No. 20-060-0040, as identified and depicted on the Site Map. City also owns and operates a street known as Temple Hill Drive, as identified and depicted on the Site Map.
- C. The Church owns and operates an edifice on the Church Property commonly referred to as the Provo Temple (the “**Temple**”).
- D. The Church is undertaking a project that involves the relocation and reconstruction of the Temple on the Church Property. In connection therewith, the Church has requested that the City vacate Temple Hill Drive, which vacation is intended to be accomplished by an ordinance approved by the Provo City Council contemporaneously with the approval of this Agreement (the “**Vacation Ordinance**”).
- E. The vacation of Temple Hill Drive has motivated and occasioned (i) the conveyance of a portion of the Temple Hill Drive right-of-way to the Church, and the retention of a portion of the Temple Hill Drive right-of-way by the City, in each case due to the ownership by the Church and the City of property adjacent to Temple Hill Drive, (ii) the declaration by the City of the portion of Temple Hill Drive retained by the City as surplus property, and the sale of such surplus property to the Church, (iii) the removal and/or relocation of various public utilities presently located within Temple Hill Drive and portions of the Church Property, (iv) the abandonment of certain easements and the establishment of new easements related

to such public utilities, and (v) the allocation of costs and responsibilities relating to the foregoing, the establishment of certain terms and conditions, and related matters (collectively, the “**Project**”).

- F. The Parties desire to document their mutual understanding with respect to the foregoing in this Agreement.

AGREEMENT

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

SECTION 1. Identification of Existing Project Components. This Agreement addresses issues relating to the following elements and aspects of the Project:

- (a) Parcel Nos. 20-060-0044, 20-060-0038 and 20-060-0040, and Temple Hill Drive, as depicted on the Site Map.
- (b) That portion of Temple Hill Drive to be conveyed to the Church by operation of law upon vacation (the “**Church Street Parcel**”), as depicted on the Site Map, and as more particularly described on Exhibit B attached hereto.
- (c) That portion of Temple Hill Drive to remain in City ownership by operation of law upon vacation (the “**City Street Parcel**”), as depicted on the Site Map, and as more particularly described on Exhibit C attached hereto.
- (d) The City’s weir house situated on Parcel No. 20-060-0040 (the “**Weir House**”), as depicted on the Site Map.
- (e) The City’s existing 48-inch unreinforced concrete gravity-fed culinary water line located partially on the Church’s Parcel No. 20-060-0038, that delivers water from the Provo River to the Weir House (the “**Existing 48-inch Water Line**”), as depicted on the Site Map.
- (f) A claimed prescriptive easement supporting the 48-inch Water Line (the “**48-inch Water Line Easement**”).
- (g) A new 54-inch HDPE water line to replace the 48-inch Water Line (the “**New 54-inch Water Line**”).

- (h) The City’s existing 27 x 30-inch gravity-fed water line currently situated in Temple Hill Drive that transmits overflow culinary water from the City’s Little Rock Canyon water storage tank to the Weir House (the “**Existing 30-inch Water Line**”), as depicted on the Site Map.
- (i) A replacement for the 30-inch Water Line (the “**New 26-inch Water Line**”).
- (j) The City’s existing 8-inch intermediate pressure zone water line currently situated in Temple Hill Drive (the “**Existing 8-inch Water Line**”), as depicted on the Site Map.
- (k) A replacement for the Existing 8-inch Water Line (the “**New 12-inch Water Line**”).
- (l) The City’s existing 8-inch sewer line currently situated in Temple Hill Drive (the “**Existing Sewer Line**”), as depicted on the Site Map.
- (m) The new privately-owned 8-inch sewer line (the “**New Church Site Sewer Line**”), to be constructed between the Temple and the New City Sewer Line (defined below) in Temple View Drive, as depicted on the Site Map.
- (n) The new City 8-inch sewer line (the “**New City Sewer Line**”), to be constructed in Temple View Drive, as depicted on the Site Map.
- (o) The new 24-inch storm drain line in North Temple Drive/2320 North Street (the “**New Storm Drain Line**”), as depicted on the Site Map.
- (p) The new 55-foot utility easement granted to the City as provided in Section 5(b) hereof, as depicted on the Site Map (the “**55-foot Utility Easement**”).
- (q) An existing short City 8-inch water line in Temple View Drive (the “**Existing Short 8-inch Water Line**”).
- (r) A short 12-inch water line replacement for the Existing Short 8-inch Water Line (the “**New Short 12-inch Water Line.**”)
- (s) The new easement required to support the new Short 12-inch Water Line (the “**Short 12-inch Water Line Easement.**”)

SECTION 2. Vacation of Temple Hill Drive. Contemporaneously with the approval of this Agreement, the Provo City Council is adopting the Vacation Ordinance, by which the City will vacate Temple Hill Drive. With the approval of the Vacation Ordinance, the City by this Agreement expressly relinquishes all rights to locate any City utilities within property formerly occupied by Temple Hill Drive, including without limitation the Existing 30-inch Water Line, the Existing 8-inch Water Line and the Existing Sewer Line, which water and sewer lines have historically occupied portions of Temple Hill Drive by virtue of the City’s fee ownership of

Temple Hill Drive; provided that the City may retain a temporary easement interest, to be terminated upon completion of the Project, as provided below. The Vacation Ordinance shall provide that (i) unencumbered fee title to the Church Street Parcel shall vest in the Church upon vacation, and (ii) unencumbered fee title to the City Street Parcel shall vest in the City upon vacation, consistent with the provisions of Section 10-9A-609.5(6) of the Utah Code. The Vacation Ordinance shall further provide that the City shall cause the Vacation Ordinance to be recorded in the records of the Utah County Recorder, and that the vacation and transfer of title shall be and become effective upon such recording, pursuant to Section 10-9A-609.5(6)(a) of the Utah Code. The City hereby agrees to so record the Vacation Ordinance immediately following its adoption.

SECTION 3. Sale of City Street Parcel to Church. Contemporaneously with the approval of this Agreement and the adoption of the Vacation Ordinance, the Municipal Council is also considering a resolution (the “**Surplus Property Resolution**”), by which the Council will declare the City Street Parcel to be surplus to the City’s needs and will direct the City Street Parcel to be placed on the City’s surplus property list pursuant to Provo City Code 3.04.030. The Church has offered to purchase from the City, and, upon approval of the Surplus Property Resolution, the City agrees to sell to the Church the City Street Parcel for a purchase price of \$175,395 (the “**Purchase Price**”), which Purchase Price is based on the average of two appraisals approved by the City and the Church. Conveyance of title to the City Street Parcel to the Church shall be made by Special Warranty Deed, in substantially the form attached hereto as Exhibit D. The execution of the Special Warranty Deed, and the delivery thereof to the Church, shall occur at the Closing (defined below).

SECTION 4. Utility Work. (a) In connection with the Church’s relocation and reconstruction of the Temple, all existing improvements will be razed and the entire site will be cleared and graded. The City and the Church desire to take advantage of this opportunity to replace, relocate, abandon and/or construct certain water and sewer lines, some of which are approaching the end of their reasonably expected economic lives, or are currently located in inconvenient locations relative to planned improvements.

(b) The City and the Church agree to perform the required utility work, as follows:

(i) Church Responsibilities.

A. Construction. The Church shall acquire and construct, in accordance with the Design Plans (as defined below), including any corrective work identified by the City that is necessary to comply with the Design Plans, the following:

1. The New 54-inch Water Line;
2. The New 26-inch Water Line;
3. The New 12-inch Water Line (replacing the Existing 8-inch Water Line);

4. The New Church Site Sewer Line;
5. The New City Sewer Line;
6. The New Storm Drain Line; and
7. The New Short 12-inch Water Line (replacing the Existing Short 8-inch Water Line);

B. Costs and Expenses. Except as otherwise expressly provided herein, the Church shall be responsible for paying all costs and expenses associated with the work described in subsection A above, including without limitations all materials and labor, without reimbursement from the City.

C. Coordination with City. The Church agrees to reasonably coordinate with the City as to the timing of the disconnection of old utilities and the connection of new utilities.

D. Connections. The Church shall be responsible for establishing all required connections to the City's utility systems for the New 12-inch Water Line, the New Church Site Sewer Line, the New City Sewer Line, the New Storm Drain Line, and the New Short 12-inch Water Line, in accordance with the Design Plans (defined below). As provided below, the City shall be responsible for connecting, at both ends, the New 54-inch Water Line and the New 26-inch Water Line. With respect to these two water lines, the Church shall either cap and bury the work and let the City excavate it at a later date for tie-in, or leave the ends open, ready for the City to complete the work, at the City's preference.

E. Demolition. All City utility lines to be taken out of service shall, upon disconnection from the City's utility systems, be abandoned by the City and conveyed to the Church by quit claim deed in substantially the form attached hereto as Exhibit E. The Church may either leave such pipelines in place, or remove, salvage and/or dispose of them, in the Church's sole discretion.

F. Crossings. Prior to connection by the City of the New 54-inch Water Line to the existing infrastructure, the Church agrees to create special reinforced crossings for the Church's contractor use during site construction activities. These will remain in place until the Existing 48-inch Water Line has been taken out of service.

G. Conveyance to City. Upon the Church's completion of the work, the Church shall convey to the City, by quit claim deed in substantially the form attached hereto as Exhibit F, all completed facilities (except for the New Church Site Sewer Line), together with all contractor warranties relating to the same, and the City shall thereafter be responsible for the operation, maintenance, repair and replacement of the same.

(ii) City Responsibilities.

A. Design Work. The City shall be responsible for designing, at its sole cost and expense, all utility work except for the New Church Site Sewer Line and the New City Sewer Line in Temple View Drive. In doing so, the Parties shall consult with each other and cooperate so that the designs ensure that the utilities do not interfere with each other or with any other existing utilities. The Parties shall also consult with each other and cooperate to ensure the designs do not interfere with planned Church Project improvements insofar as is reasonably possible while meeting the engineering requirements for the utilities. The plans and specifications prepared by the City (the “**Design Plans**”), shall be delivered to the Church for review not later than _____, 2024.

B. Connections. It shall be the responsibility of the City to (i) disconnect the Existing 48-inch Water Line and the Existing 30-inch Water Line, and (ii) establish new connections to existing infrastructure for the New 54-inch Water Line and the New 26-inch Water Line, including backfilling, compacting and grading the locations of such connections. All such work shall be done at the City’s sole cost and expense, including without limitation all labor and materials, and shall be completed not later than _____. The City shall coordinate all such work with the Church’s general contractor where required when accessing or working on Church Property.

C. Inspections. The City shall be required to inspect and approve all utility work, including disconnections and reconnections, performed by the Church, at such intervals as shall be required by the Church’s contractor. The City shall be provided reasonable access to the construction site to perform inspections, pursuant to the terms and conditions of a separate access agreement between the City and the Church.

SECTION 5. Easements. (a) Release. The City agrees to release, relinquish and reconvey to the Church any and all easement rights the City may have or claim to have relating to the Existing 48-inch Water Line and the Existing 30-inch Water Line, which currently occupy portions of the Church Property. Such release, relinquishment and reconveyance shall be accomplished by the execution, delivery and recording of a document in substantially the form attached hereto as Exhibit E, which shall be executed by the City and delivered to the Church upon completion of the work described in Section 4. Furthermore, in addition to the recordation of the Vacation Ordinance, the City agrees, upon the disconnection by the Church of (i) the Existing 30-inch Water Line, (ii) the Existing 8-inch Water Line, (iii) the Existing Sewer Line, and (iv) any other City-owned and operated utilities situated within Temple Hill Drive, to quitclaim to the Church any and all interests in such facilities and in any easement interests therein, by executing and delivering to the Church a quit claim deed in substantially the form attached hereto as Exhibit E.

(b) New Easements.

(i) The Church agrees to grant to the City the 55-foot Utility Easement, at the location depicted on Exhibit G attached hereto, within which that portion of the New 12-inch Water Line located on the Church Property, the New 54-inch Water Line, and the New 26-inch Water Line shall be situated. The 55-foot Utility Easement has been located on the Church Property relative to planned improvements to the mutual benefit and satisfaction of the Church and the City. Such Easement shall be established pursuant to an easement agreement in substantially the form attached hereto as Exhibit H (the “**Utility Easement Agreement**”). The Utility Easement Agreement shall be executed by the Church and delivered to the City at Closing. In addition, the Church agrees to grant to the City an easement, at the location depicted on Exhibit I attached hereto (the “**Short 12-inch Water Line Easement**”), within which the New 12-inch Water Line shall be situated. Such easement shall be established pursuant to an easement agreement in substantially the form attached hereto as Exhibit J (the “**Short 12-inch Water Line Easement Agreement**”).

(c) Consideration. The Church and the City agree that the value of the easements relinquished, released and reconveyed by the City to the Church in accordance with this Agreement is roughly equal to the value of the 55-foot Utility Easement and the Short 12-inch Water Line Easement to be conveyed by the Church to the City. Accordingly, there shall be no payment due by the City to the Church, or by the Church to the City, in connection with the release/conveyance of utility easements.

SECTION 6. Closing. The “**Closing**” for the various transactions described herein shall be conducted at a date, time and place that shall be mutually convenient to the Parties, but not later than ten (10) business days after adoption of the Vacation Ordinance. The following shall occur at the Closing:

- (a) The City shall deliver to the Church a Special Warranty Deed for the City Street Parcel, in substantially the form attached hereto as Exhibit D, duly executed by the City and notarized.
- (b) The Church shall deliver the Purchase Price to the City by wire transfer, in accordance with instructions delivered by the City to the Church.
- (c) The Church shall deliver to the City the Utility Easement Agreement in substantially the form attached hereto as Exhibit H, duly executed by the Church and notarized.
- (d) The Church shall deliver to the City the Short 12-inch Water Line Easement Agreement in substantially the form attached hereto as Exhibit J, duly executed by the Church and notarized.
- (e) The City shall record the Vacation Ordinance with the Office of the Utah County Recorder.

After the Closing, and within thirty (30) days after the completion by the City of the Project, the City shall execute and deliver to the Church a quit claim deed as described in Section 5(a) in substantially the form attached hereto as Exhibit E.

SECTION 7. Additional Agreements. The Church agrees to enter into such additional agreements relating to the utility work to be performed by the Church as are customarily required by the City of developers in similar circumstances.

SECTION 8. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic correspondence (provided sender receives verification of receipt), or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to the City and the Church at the following addresses (or at such other address as the City and the Church or the person receiving copies may designate in writing given in accordance with this Section 8):

CITY: Provo City Corporation
Attn: City Attorney's Office
Provo City Hall
445 W Center St
Provo, Utah 84601
Telephone: 801-852-6140
Email: provocityattorney@provo.org

CHURCH: The Church of Jesus Christ of Latter-day Saints
Attn: Michael J. Thomson
Director/Architect
Special Projects Department—Domestic West Division
50 East North Temple Street, 10th Floor
Salt Lake City, Utah 84150-0010
Telephone: 801-240-4238
Email: thomsonmj@churchofjesuschrist.org

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or electronic correspondence; on the date of delivery to the overnight courier service, if such a service is used; and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

SECTION 9. Additional Acts. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

SECTION 10. Dispute Resolution.

(a) Refer Disputes to CEO. Any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any determination of an issue of fact, shall be referred for resolution to the chief executive officer (“CEO”) or designee of each Party involved in the dispute. The CEOs or designees shall engage in good faith negotiations aimed at reaching an amicable solution to the dispute that is consistent with the cooperation and coordination expressed in this Agreement.

(b) Mediation. If the dispute is not resolved between the respective CEOs or their designees, then the Parties shall refer the dispute for resolution to a single mediator, agreed upon by the Parties. If the Parties are unable to agree upon a single mediator, the matter shall be referred to a three-member mediation panel. Each Party shall select a mediator, and the two mediators so selected shall select a third mediator. Panel members shall be independent of the Parties and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators, or as is otherwise satisfactory to the Parties. Each Party shall pay its own costs and fees. The Parties shall jointly pay for the costs and fees of the selected mediator(s).

(c) Judicial Action. If the dispute cannot be resolved by the mediator or mediation panel within ninety (90) days from the date the matter is referred to the mediator or mediation panel, the dispute may be brought before a court or other tribunal on the basis of a de novo review. A matter may only proceed to court after exhausting the above procedures.

(d) Undisputed Amounts. In connection with any disputes regarding the payment of money, any undisputed amount shall be paid as a condition precedent to pursuing resolution as to the disputed amount.

SECTION 11. Rights And Remedies. The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise. Notwithstanding the foregoing, the Parties shall abide by the dispute resolution provision contained in Section 10.

SECTION 12. Attorneys’ Fees. If there is any litigation between or among the Parties to enforce or interpret any provisions or rights under this Agreement, the unsuccessful Party in such litigation, as determined by the court, shall pay to the successful Party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys’ fees, incurred by the successful Party, such fees to be determined by the court sitting without a jury.

SECTION 13. Good Faith; Additional Acts. The Parties shall cooperate and exercise the utmost good faith in interpreting and implementing this Agreement to accomplish the purposes stated herein and the intent of the Parties. The Parties agree to promptly execute and deliver such

other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

SECTION 14. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah. The Parties agree that the exclusive venue for all dispute arising under or related to this Agreement shall be the Third Judicial District Court in and for Salt Lake County, Utah.

SECTION 15. Entire Agreement/Amendment. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the Parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by all Parties.

SECTION 16. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

SECTION 17. Interpretation. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

SECTION 18. No Third-Party Beneficiary. No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

SECTION 19. Headings. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

SECTION 20. Severability. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

SECTION 21. Business Days. If this Agreement requires any act to be done or action to be taken on a date which is not a business day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding business day.

SECTION 22. Time of the Essence. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly enforced.

SECTION 23. Waiver. The waiver by any Party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

SECTION 24. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 25. Assignment. No Party may assign its interests in this Agreement to any other person or entity without the prior written consent of the other Party.

SECTION 26. Authority. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

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

THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole

By: _____
Name (Print:)
Title: _____

PROVO CITY, a Utah municipal corporation

By: _____
Its: Mayor

Attest and Countersign:

City Recorder

EXHIBIT A

[Here attach Site Map.]

EXHIBIT B

[Here attach legal description of Church Street Parcel.]

Temple Hill Drive – Vacation Description

Parcel to Temple Corporation of the Church of Jesus Christ of Latter-Day Saints

(October 9, 2023)

Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running

thence North 40°20'00" West 299.30 feet along said centerline;
thence South 49°40'00" West 52.00 feet to the Westerly Right-of-Way Line of Temple Hill Drive;
thence along said Westerly Right-of-Way Line the following three (3) courses:
(1) North 40°20'00" West 114.40 feet;
(2) Northwesterly 503.55 feet along the arc of a 885.91 foot radius curve to the right (center bears North 49°40'00" East and the chord bears North 24°03'00" West 496.80 feet with a central angle of 32°34'00");
(3) North 07°46'00" West 121.42 feet to the Southerly Right-of-Way Line of North Temple Drive;
thence along said Southerly Right-of-Way Line the following two (2) courses:
(1) Northeasterly 109.89 feet along the arc of a 754.46 foot radius curve to the right (center bears South 28°00'43" East and the chord bears North 66°09'38" East 109.79 feet with a central angle of 08°20'43");
(2) North 70°20'00" East 18.79 feet to the Easterly Right-of-Way Line of Temple Hill Drive;
thence along said Easterly Right-of-Way Line the following five (5) courses:
(1) Southwesterly 34.09 feet along the arc of a 25.00 foot radius curve to the left (center bears South 19°40'00" East and the chord bears South 31°16'29" West 31.51 feet with a central angle of 78°07'02");
(2) South 07°46'00" East 131.20 feet;
(3) Southeasterly 444.52 feet along the arc of a 781.91 foot radius curve to the left (center bears North 82°14'00" East and the chord bears South 24°03'11" East 438.56 feet with a central angle of 32°34'22");
(4) South 40°20'00" East 380.62 feet;
(5) Southeasterly 41.82 feet along the arc of a 25.00 foot radius curve to the left (center bears North 49°40'00" East and the chord bears South 88°15'03" East 37.11 feet with a central angle of 95°50'05") to the Northerly Right-of-way Line of Temple View Drive;
thence South 43°51'00" West 80.00 feet along said Northerly Right-of-way Line to the point of beginning.

Contains 91,244 Square Feet or 2.095 Acres

EXHIBIT C

[Here attach legal description of City Street Parcel.]

Temple Hill Drive – Vacation Description

Parcel to Provo City Corporation

(October 9, 2023)

Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running

thence South 43°51'00" West 74.35 feet to the Westerly Right-of-Way Line of Temple Hill Drive;
thence along said Westerly Right-of-Way Line the following two (2) courses:

(1) North 01°38'23" East 32.84 feet;

(2) North 40°20'00" West 282.41 feet;

thence North 49°40'00" East 52.00 feet to the centerline of said Temple Hill Drive;

thence South 40°20'00" East 299.30 feet along said centerline to the point of beginning.

Contains 15,945 Square Feet or 0.366 Acres

EXHIBIT D

[Here attach form of Special Warranty Deed.]

EXHIBIT E

[Here attach Quit Claim Deed to Church for all old utilities and unused easements.]

EXHIBIT F

[Here attach Quit Claim Deed to City for new utilities.]

EXHIBIT G

[Here attach legal description and map describing location of New Utility Easement.]

EXHIBIT H

[Here attach form of Utility Easement Agreement.]

EXHIBIT I

[Here attach legal description and map describing location of Short 12-inch Water Line Easement.]

EXHIBIT J

[Here attach form of 12-inch Water Line Easement Agreement.]

[EXHIBIT D]

When Recorded, Mail To:

The Church of Jesus Christ of Latter-day Saints
c/o Lori Guerrero, Closing Manager, Special Projects Department
50 East North Temple, Floor 10
Salt Lake City, Utah 84150

Tax Parcel No. _____
(Space above for Recorder’s use only)

SPECIAL WARRANTY DEED

PROVO CITY CORPORATION, a municipal corporation of the state of Utah (“**Grantor**”), hereby conveys and warrants as against all claiming by, through, or under Grantor only, to **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, whose address is 50 East North Temple, Floor 2WW, Salt Lake City, Utah 84150 (“**Grantee**”), for the sum of Ten Dollars and other good and valuable consideration, the following described parcel of real property situated in Utah County, State of Utah, more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein (the “Property”).

RESERVING UNTO GRANTOR title to all Grantor-owned public utilities presently situated within the Property, and all easement and access rights to locate, operate, maintain and repair such public utilities within the Property, until such time as such public utilities are disconnected from Grantor’s water, sewer and storm drain systems, pursuant to the terms of that certain Temple Hill Drive Vacation and Utility Relocation Agreement by and between Grantor and Grantee, dated as of the date hereof.

TO HAVE AND TO HOLD the same, together with all appurtenances and privileges thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the proper use and benefit of Grantee, and Grantee’s successors and assigns, forever.

[Signature and Acknowledgement to Follow]

WITNESS the hand of Grantor this ____ day of March, 2024.

PROVO CITY CORPORATION, a municipal corporation of the state of Utah

By: _____
Name: Michelle Kaufusi
Its: Mayor

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the ____ day of _____, 2024, personally appeared before me Michelle Kaufusi, who being duly sworn, did say that she is the Mayor of PROVO CITY CORPORATION, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body, and said Michelle Kaufusi acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

EXHIBIT A

That certain real property situated in Utah County, State of Utah, constituting a portion of Temple Hill Drive, which was vacated by Ordinance No. ___ adopted by the Municipal Council of Provo City on March 5, 2024, which real property is more particularly described as follows:

Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running

thence South 43°51'00" West 74.35 feet to the Westerly Right-of-Way Line of Temple Hill Drive;

thence along said Westerly Right-of-Way Line the following two (2) courses:

(1) North 01°38'23" East 32.84 feet;

(2) North 40°20'00" West 282.41 feet;

thence North 49°40'00" East 52.00 feet to the centerline of said Temple Hill Drive;

thence South 40°20'00" East 299.30 feet along said centerline to the point of beginning.

Contains 15,945 Square Feet or 0.366 Acres

[EXHIBIT E]

KM DRAFT OF 2/16/24

WHEN RECORDED PLEASE RETURN TO:

The Church of Jesus Christ of Latter-day Saints
c/o Lori Guerrero, Closing Manager, Special Projects Department
50 East North Temple, Floor 10
Salt Lake City, Utah 84150

QUIT CLAIM DEED

PROVO CITY CORPORATION, a municipal corporation of the state of Utah (“**Grantor**”), does hereby convey, release, relinquish and quit claim to **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, whose address is 50 East North Temple, Floor 10, Salt Lake City, Utah 84150 (“**Grantee**”), for the sum of Ten Dollars and other good and valuable consideration, the following described real property situated in Utah County, State of Utah, more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein.

[Signature and Acknowledgement to Follow]

WITNESS the hand of Grantor this ___ day of _____, 2024.

PROVO CITY CORPORATION, a municipal corporation of the state of Utah

By: _____
Name: Michelle Kaufusi
Its: Mayor

ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of _____, 2024, personally appeared before me Michelle Kaufusi, who being duly sworn, did say that she is the Mayor of PROVO CITY CORPORATION, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body, and said Michelle Kaufusi acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

EXHIBIT A

The parcels of real property described below (collectively, the “Parcels”) are all owned by Grantee by virtue of (i) in the case of Parcel 1, historical ownership, (ii) in the case of Parcel 2, that certain [Vacation Ordinance] adopted by the Provo Municipal Council on March 5, 2024, and recorded in the Office of the Utah County Recorder on March __, 2024, as Entry No. _____, Book ____, Page ____, and (iii) in the case of Parcel 3, that certain Special Warranty Deed dated March __, 2024, and recorded in the Office of the Utah County Recorder on March __, 2024, as Entry No. _____, Book ____, Page _____. Grantor presently owns certain water, sewer and storm drain public utility infrastructure improvements within the Parcels (collectively, the “Facilities”), together with any and all access, easement or other rights, including without limitation all written, unwritten, recorded and/or unrecorded easements, prescriptive easements, notices, permissions, authorizations, licenses, claims of adverse possession or any other claims to use or occupy any portion of the Parcels in connection with the Facilities or any other use (collectively, the “Easement Interests”). Pursuant to that certain Temple Hill Drive Vacation and Utility Agreement by and between Grantor and Grantee, dated on or about March __, 2024, Grantee has replaced the Facilities with new pipelines and related infrastructure within two easements granted by Grantee to Grantor, each dated as of March __, 2024, and recorded in the Office of the Utah County Recorder on March __, 2024, as Entry No. _____, Book ____, Page ____, and Entry No. _____, Book ____, Page _____.

Commented [B1]: Are there storm drain improvements being abandoned?

The real property conveyed, released, relinquished and quit claimed to Grantee by this Quit Claim Deed consists of all of the Facilities and Easement Interests, of any description, relating to the Parcels, including without limitation any and all real property and interests retained by Grantor in (i) that certain Special Warranty Deed dated March __, 2024, and recorded in the Office of the Utah County Recorder on March __, 2024, as Entry No. _____, Book ____, Page ____, and (ii) the Vacation Ordinance, it being the intent of Grantor that Grantor no longer retains any right, title or interest of any nature whatsoever in or to the Parcels or any fixtures or improvements situated therein or thereon.

Parcel 1:

(20:060:0038)

Beginning at a point on the West side of West Temple Drive, which point is North 423.77 feet and West 1002.48 feet from the Southeast corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence South 68°16' West 362.81 feet; thence North 21°44' West 609.77 feet to the South edge of North Temple Drive; thence along the South line of North Temple Drive on a curve to the right having a radius of 754.46 feet for a length of 355.26 feet, and consuming a central angle of 26°58'45", the chord bearing and distance being North 48°19' East 351.99 feet; thence South 7°58' East 121.47 feet to the p.c. to the left; thence on a curve to the left having a radius 885.91 feet for a length of 503.55 feet and consuming a central angle of 32°34', the chord bearing and distance being South 24°14'57" East 496.80 feet; thence South 40°32' East 121.99 feet to the point of beginning.

Parcel 2:

Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running

thence North 40°20'00" West 299.30 feet along said centerline;

thence South 49°40'00" West 52.00 feet to the Westerly Right-of-Way Line of Temple Hill Drive;

thence along said Westerly Right-of-Way Line the following three (3) courses:

(1) North 40°20'00" West 114.40 feet;

(2) Northwesterly 503.55 feet along the arc of a 885.91 foot radius curve to the right (center bears North 49°40'00" East and the chord bears North 24°03'00" West 496.80 feet with a central angle of 32°34'00");

(3) North 07°46'00" West 121.42 feet to the Southerly Right-of-Way Line of North Temple Drive;

thence along said Southerly Right-of-Way Line the following two (2) courses:

(1) Northeasterly 109.89 feet along the arc of a 754.46 foot radius curve to the right (center bears South 28°00'43" East and the chord bears North 66°09'38" East 109.79 feet with a central angle of 08°20'43");

(2) North 70°20'00" East 18.79 feet to the Easterly Right-of-Way Line of Temple Hill Drive;

thence along said Easterly Right-of-Way Line the following five (5) courses:

(1) Southwesterly 34.09 feet along the arc of a 25.00 foot radius curve to the left (center bears South 19°40'00" East and the chord bears South 31°16'29" West 31.51 feet with a central angle of 78°07'02");

(2) South 07°46'00" East 131.20 feet;

(3) Southeasterly 444.52 feet along the arc of a 781.91 foot radius curve to the left (center bears North 82°14'00" East and the chord bears South 24°03'11" East 438.56 feet with a central angle of 32°34'22");

(4) South 40°20'00" East 380.62 feet;

(5) Southeasterly 41.82 feet along the arc of a 25.00 foot radius curve to the left (center bears North 49°40'00" East and the chord bears South 88°15'03" East 37.11 feet with a central angle of 95°50'05") to the Northerly Right-of-way Line of Temple View Drive;

thence South 43°51'00" West 80.00 feet along said Northerly Right-of-way Line to the point of beginning.

Contains 91,244 Square Feet or 2.095 acres

Parcel 3:

Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running

thence South 43°51'00" West 74.35 feet to the Westerly Right-of-Way Line of Temple Hill Drive;

thence along said Westerly Right-of-Way Line the following two (2) courses:

(1) North 01°38'23" East 32.84 feet;

(2) North 40°20'00" West 282.41 feet;

thence North 49°40'00" East 52.00 feet to the centerline of said Temple Hill Drive;

thence South 40°20'00" East 299.30 feet along said centerline to the point of beginning.

Contains 15,945 Square Feet or 0.366 Acres

[EXHIBIT F]

KM DRAFT OF 2/16/24

WHEN RECORDED PLEASE RETURN TO:

Provo City Corporation
Provo City Hall
445 W Center Str., Suite 140
Provo, Utah 84601

QUIT CLAIM DEED

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Grantor**”), hereby quit claims to **PROVO CITY CORPORATION**, a municipal corporation of the state of Utah, whose address is 445 W Center Str., Suite 140, Provo, Utah 84601 (“**Grantee**”), for the sum of Ten Dollars and other good and valuable consideration, the following described real property situated in Utah County, State of Utah, more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein.

[Signature and Acknowledgement to Follow]

WITNESS the hand of Grantor this ___ day of _____, 2024.

THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole

By: _____
Name (Print:) _____
Title: Authorized Agent

ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 2024, personally appeared before me _____, personally known to me to be an Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for Utah

EXHIBIT A

As required by that certain Temple Hill Drive Vacation and Utility Agreement by and between Grantor and Grantee, dated on or about March __, 2024 (the “Vacation Agreement”), Grantor has granted to Grantee easements for certain public utility infrastructure, pursuant to two easement agreements, each dated as of March __, 2024, and recorded in the Office of the Utah County Recorder on March __, 2024, as Entry No. _____, Book ____, Page ____, and Entry No. _____, Book ____, Page ____ (collectively, the “Easement Agreements”). Pursuant to the Vacation Agreement, Grantor has constructed within the Easement Areas described within the Easement Agreements certain pipelines and functionally related appurtenances (collectively, the “Facilities”). By this Quit Claim Deed, Grantor quit claims and dedicates to Grantee all of the Facilities, and assigns to Grantee all warranties associated therewith. The Easement Areas are situated in Utah County, state of Utah, and are more particularly described s follows:

Easement Area 1:

Easement Area 2:

WHEN RECORDED PLEASE RETURN TO:

Provo City
Attn.: City Property Manager
445 West Center Street
Provo City, Utah 84601

With a Copy to:

The Church of Jesus Christ of Latter-day Saints
Special Projects Department
50 East North Temple Street
Salt Lake City, Utah 84150-6310

(space above for recorder's use)

WATER LINE EASEMENT AGREEMENT

(55-foot Utility Corridor)

THIS WATER LINE EASEMENT AGREEMENT (this "Agreement") is entered into this ___ day of March, 2024, by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Grantor"), and PROVO CITY CORPORATION, a municipal corporation of the State of Utah, whose mailing address is 445 West Center Street, Suite 140, Provo City, Utah 84061 ("Grantee").

RECITALS

A. Grantor is the owner of certain real property situated in Utah County, Utah, as more particularly described on Exhibit A attached hereto, ("Grantor's Property").

B. Grantor is planning a project consisting of the relocation and reconstruction of the temple and related landscaping, gardens, parking, walkways and other amenities currently situated on portions of Grantor's Property (the "Project").

C. The Project will include the relocation or abandonment of a number of Grantee water, sewer and storm drain lines currently situated within portions of Grantor's Property.

D. Grantor desires to provide an easement to Grantee to accommodate certain of such public utilities to be relocated, and to establish the terms and conditions of Grantee's use of such easement for the purpose of both accommodating the needs of Grantee and minimizing disruption of Grantor's use of Grantor's Property.

TERMS AND CONDITIONS

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

SECTION 1. Grant of Easement. Grantor hereby grants and conveys unto Grantee and its successors and assigns a fifty-five (55) foot wide non-exclusive easement (the "Easement") on, over, under, across and through the Easement Area more particularly described on Exhibit B attached hereto (the "Easement Area"), for the maintenance, inspection, operation, repair, replacement, relocation, modification, reconstruction, marking, monitoring, and removal of (i) a 48-inch gravity fed water main pipeline and below ground appurtenances, (ii) a 26-inch gravity fed water line and below ground appurtenances, and (iii) a 12-inch intermediate pressure zone water line and below ground appurtenances, all as generally depicted on Exhibit C attached hereto (collectively, the "Facilities"), necessary or convenient for the transportation or transmission of water by Grantee through the Easement Area. The Easement shall be perpetual, subject to the provisions of Section 10.11 below.

SECTION 2. Grantor's Reserved Rights. Grantor reserves the right to use the Easement Area for any use that does not unreasonably interfere with Grantee's use of the Easement. Without limiting the generality of the foregoing, Grantor reserves the right to use the Easement Area: (a) for hard-surface pedestrian walkways on and over the Easement Area, (b) for vehicular driveways, roadways or streets crossing said Easement Area; (c) subject to the written consent of the Grantee that such use does not unreasonably interfere with Grantee's use of the Easement, for the construction, placement, and maintenance of landscaping, signs, light standards, paved parking, water features, fences, walls and utilities of any type or nature; (d) to grant other non-exclusive easements, licenses and rights within or on the Easement Area to other parties; and (e) to convey or transfer any or all of its interests in Grantor's Property or portions thereof to any party at any time, subject to the terms of this Agreement. Without limiting the generality of the foregoing, Grantor and Grantee expressly agree that the uses described on Exhibit D attached hereto are permitted, and do not unreasonably interfere with Grantee's use of the Easement.

SECTION 3. Access. Grantor's temple structure and grounds will be surrounded by a secure fence and/or wall, with gates restricting access to the temple grounds during certain unspecified times and dates. Prior to entering upon any portion of the Easement Area for any purpose authorized under this Agreement, Grantee shall, except in cases of emergency, provide Grantor with at least seven (7) days' prior written notice of such entry. Grantor shall, upon receipt of such notice, make arrangements to accommodate Grantee's entrance onto the Easement Area at a time and in a manner that does not unreasonably interfere with Grantor's operations on the temple grounds, but that also reasonably accommodates Grantee's requirements, including, but not limited to, City noise ordinances, City staff work schedules, and light and weather conditions. If

emergency access to the Easement Area is required, Grantee shall immediately notify Grantor personnel of such access and the reason therefor by means of telephone and other available electronic communication.

SECTION 4. Condition of the Easement Area; No Warranty. Grantee accepts the Easement Area in its AS IS, WHERE IS condition, without warranties, either express or implied, WITH ALL FAULTS, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose, or warranty against any valid easements affecting the Easement Area, however and whenever such easements may have arisen, including without limitation easements granted by Grantor prior to the date hereof.

SECTION 5. Use Requirements, Maintenance, Restoration and Damage.

5.1 General Maintenance, Repair and Restoration. Grantee, at its sole cost and expense, shall regularly inspect, maintain, and repair the Facilities in accordance with its customary practices and procedures and in accordance with laws, regulations, rules and orders of any applicable governmental authority. With respect to improvements made by Grantee or any authorized third-party in accordance with Section 2.1, and except as explicitly provided in Exhibit D, Grantee shall at its sole cost promptly repair any damage to Grantor's Property and Grantor's improvements situated therein and thereon, and to any authorized third-party improvements, to the extent caused by Grantee and/or Grantee's agents, and shall restore Grantor's Property and the improvements therein and thereon, and any authorized third-party improvements, as near as reasonably possible to the same condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's agents. Such repair and restoration shall be accomplished within thirty (30) days after (i) completion of any work within the Easement Area during the term of this Agreement, or (ii) removal of the Facilities in connection with the termination of this Agreement as to any portion of the Easement Area. Grantee shall not be responsible for repair or restoration (or the cost of such repair or restoration) of Grantor's or third-party improvements placed within the Easement Area contrary to the terms of Section 2.1. Grantee's restoration responsibilities shall include, but are not limited to: (i) removal of all improvements, including but not limited to pipelines, equipment or materials placed upon Grantor's Property (subject to requirements in Section 10.11 with respect to abandonment of pipelines in place); (ii) maintaining adequate site protection on replanted areas until adequate regrowth is achieved; (iii) installing water bars along the Easement Area reasonably necessary to prevent erosion of the Easement Area and adjacent property; and (iv) leaving Grantor's Property in a condition that is clean and free of debris and hazards (including environmental), to the extent practicable and to the extent caused by Grantee's exercise of its rights under this Agreement. Grantee shall also leave Grantor's Property free and clear of all liens caused by Grantee's exercise of its rights under this Agreement. Grantee's restoration and repair responsibilities exclude any damages caused by the negligence or acts or omissions of Grantor, its agents, servants, employees, consultants, contractors and subcontractors, lessees or others to whom Grantor has granted access to the Easement Area. Grantor shall be responsible for the repair or replacement of any hardscaping or structures installed by Grantor

pursuant to Section 2.1 above that was removed or damaged by Grantee in connection with any work.

5.2 Damages. The parties shall be liable for and agree to pay or reimburse the other party for damages to the other party's property and structures, including hardscaping and landscaping located thereon, proximately caused by the other party's use of the property or easement, respectively, or caused by a party in connection with the exercise of the party's rights under this Agreement, except to the extent otherwise provided herein.

5.3 Grantor's Right to Complete Work. If Grantee fails to perform any necessary repair or restoration work within the required time period, Grantor may perform such work, and Grantee shall promptly reimburse Grantor for the reasonable costs and expenses incurred by Grantor.

SECTION 6. Work Conducted.

6.1 General. Grantee shall: (i) use good faith efforts to ensure that there is continual pedestrian and vehicular access to Grantor's Property; (ii) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of Grantor's Property; (iii) perform all work at Grantee's sole cost and expense; and (iv) perform all work expediently and in a good and workmanlike manner.

6.2 Notification of Leaks and Remediation Standards. Grantee agrees to notify Grantor of any leaks or spills of Hazardous Substances (as defined below) as soon as reasonably possible after said leak or spill occurs, and Grantee shall prepare and implement any necessary remediation plan in accordance with governmental law, regulations, orders or requirements and accepted industry standards or standards of Grantee, if higher than accepted industry standards.

6.3 Use Requirements.

6.3.1 Neither Grantee nor Grantee's agents shall bring onto Grantor's Property any dogs or other animals (except dogs trained to detect drugs or other substances), explosive devices, weapons of any kind (such as bows and arrows, firearms of any kind, and knives other than a small pocket knife), alcoholic beverages, or any drugs (including but not limited to psychedelic drugs and substances) other than medically prescribed, non-impairing medications.

6.3.2 Neither Grantee nor Grantee's agents shall use trail bikes, motorcycles, all-terrain vehicles, snowmobiles, or other vehicles or horses on Grantor's Property except in direct support of Grantee's authorized activities. Grantee and Grantee's agents shall not prospect for antlers, fossils, antiquities, or other resources, camp, hike, trap, hunt, fish, or conduct any other recreational activities on Grantor's Property.

6.3.3 Neither smoking nor vaping shall be permitted on Grantor's Property.

6.3.4 Grantee and Grantee's agents shall conduct themselves at all times in a professional manner, shall avoid the use of foul or abusive language, and shall not play music while on Grantor's Property.

6.3.5 None of Grantor's Property shall be used for purposes other than the authorized uses set forth in this Agreement.

SECTION 7. Compliance with Applicable Laws. Grantee shall comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any applicable building, zoning and land use laws. Grantee's obligations include complying with all laws relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any hazardous substances. Grantee shall also observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants in relation to excavating on or near the Easement Area, including any requirement to call the "One Call" system prior to the construction or excavation within the Easement Area.

SECTION 8. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's agents. Grantee shall cause any such liens to be released within thirty (30) days. Notwithstanding the foregoing, Grantee shall have the right to contest the validity of any such lien, provided that in such circumstances Grantee shall, at its expense, defend itself and Grantor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Grantor or any part of Grantor's Property.

SECTION 9. Indemnification.

9.1 Grantee assumes, and agrees to defend, indemnify and hold harmless Grantor, and the officers, directors, employees, managers, members, agents, servants, successors, and assigns of Grantor ("Grantor Parties"), from and against, all liability, damage, expense, claim or judgement (including, but not limited to, liability for all personal injuries (including death) and environmental and property damage and destruction), directly caused by or arising out of the use, occupation, control or operations by Grantee or any of Grantee's agents of the Easement Area under this Agreement, except for liability, damages, expenses, claims or judgments arising out of or caused by the negligence of Grantor or any of Grantor's agents. Grantee further agrees to indemnify and hold harmless Grantor and Grantor Parties for any costs, including costs of suit and fees for consultants,

experts, and attorneys, incurred by Grantor or Grantor Parties in enforcing obligations or defending itself against any matter arising under this Agreement. This provision shall survive termination, cancellation or relinquishment of this Agreement, and any cause of action by Grantor or Grantor Parties to enforce this provision shall not be deemed to accrue until Grantor's or Grantor Parties' actual discovery of the liability, claim, loss, damage, or exposure or the time at which Grantor or Grantor Parties reasonably should have discovered the liability, claim, loss, damage, or exposure, whichever is earlier.

9.2 Grantor assumes, and agrees to defend, indemnify and hold harmless Grantee, and the officers, directors, employees, managers, members, agents, servants, successors, and assigns of Grantee ("Grantee Parties"), from and against, all liability, damage, expense, claim or judgement (including, but not limited to, liability for all personal injuries (including death) and environmental and property damage and destruction), directly caused by or arising out of the failure of Grantor or Grantor's agents to fulfill Grantor's obligations under this Agreement, except for liability, damages, expenses, claims or judgments arising out of or caused by the negligence of Grantee or any of Grantee's agents. Grantor further agrees to indemnify and hold harmless Grantee and Grantee Parties for any costs, including costs of suit and fees for consultants, experts, and attorneys, incurred by Grantee or Grantee Parties in enforcing obligations or defending itself against any matter arising under this Agreement. This provision shall survive termination, cancellation or relinquishment of this Agreement, and any cause of action by Grantee or Grantee Parties to enforce this provision shall not be deemed to accrue until Grantee's or Grantee Parties' actual discovery of the liability, claim, loss, damage, or exposure or the time at which Grantee or Grantee Parties reasonably should have discovered the liability, claim, loss, damage, or exposure, whichever is earlier.

SECTION 10. Notices. Except as otherwise required by law, any notice, demand, or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, facsimile or United States Postal Service certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to the appropriate party at the following address or addresses (or such other address or addresses as a party may designate in writing given in accordance with this Section). E-mail shall not constitute an acceptable medium for giving notice under this Agreement unless the notice is actually acknowledged by the receiving party by return e-mail or other writing sent by the receiving party. Notices shall be effective only upon actual receipt by the person to whom it is addressed. Such receipt may be confirmed by e-mail, return fax, or other written medium.

If to Grantor:

The Church of Jesus Christ of Latter-day Saints
Special Projects Department
50 East North Temple Street
Salt Lake City, Utah 84150-6310
Phone: 801- _____
Email: _____

If to Grantee:

Provo City
Attn.: City Property Manager
445 West Center Street
Provo City, Utah 84601
Phone: 801- _____
Email: _____

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

SECTION 10. Miscellaneous.

10.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement.

10.2 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

10.3 Assignment/Run with the Land/Successors. The provisions of this Agreement shall be considered a covenant that runs with the land herein described, and as such the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee. Notwithstanding the foregoing, Grantee may not assign this Agreement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably conditioned, delayed, or withheld if the assignment is to a reputable entity that expressly assumes the obligations of Grantee hereunder and has proven operational and financial capability, demonstrated by financial and other reports provided and satisfactory to Grantor in connection with the request for approval, to fully perform all of Grantee's responsibilities under this Agreement, both at the time of assignment and for the reasonably foreseeable term of this Agreement.

10.4 Amendment. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the parties.

10.5 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. Except as provided in Section 10.4, above, no covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof.

10.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

10.7 Rights and Remedies. The rights and remedies of either of the parties hereto are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.8 Dispute Resolution. In case of a disagreement between the parties to this Agreement as to any right, obligation, term or provision hereof (a "Dispute"), the parties shall make an earnest effort to settle such disagreement to their mutual satisfaction. In the event any such Dispute regarding this Agreement cannot be reconciled by the parties, then any party may provide notice to the other specifying with particularity the items of disagreement and a request that the matter be resolved promptly by mediation before resorting to litigation. The mediator shall be an attorney agreeable to both parties and shall have extensive experience with utility easements. The mediator shall be entitled to hear any controversy relating to accounting, calculation and payment of compensation or damage fees, operating standards, and interpretation of terms. If the Dispute is not resolved by mediation to the satisfaction of the parties within thirty (30) days after receipt of such written notice, then either party may initiate appropriate legal proceedings at that time.

10.9 Authorization. Each party represents that the person signing on behalf of the party is duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

10.10 No Public Use/Dedication. Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement. Grantee shall, and Grantor may, take such steps as shall be permitted or required by applicable law to ensure that no portion of Grantor's Property becomes public, becomes dedicated to a public use, or becomes a public forum.

10.11 Termination. Any portion of the Easement Area shall be deemed abandoned by Grantee upon written notice by Grantee to Grantor of such abandonment. If

Grantor believes the Easement Area or a portion thereof has been abandoned, Grantor shall provide notice to Grantee of abandonment. Unless Grantee has responded to Grantor within ninety (90) calendar days after the notice of abandonment is received by Grantee by providing evidence to counter that presented by Grantor regarding abandonment, Grantor may proceed to record an affidavit of abandonment and termination of such applicable portion of the Easement Area with the recorder's office of the county in which such portion of the Easement Area is located. If Grantee has not responded within the ninety (90) calendar days after actual receipt of the notice of abandonment, Grantee agrees that such notice constitutes abandonment and termination of such applicable portion of the Easement Area. Upon termination of such applicable portion of the Easement Area, Grantee at its sole cost, shall promptly remove any Facilities located thereon and restore the surface of the applicable portion of the Easement Area, as near as reasonably practical to do so, to the condition that existed at the date this Easement was granted. With Grantor's written permission, Grantee may abandon in place all or part of the underground portion of the Facilities. Notice of such abandonment shall be filed with all appropriate governmental authorities and abandonment shall be accomplished in accordance with all applicable laws, regulations, rules and orders of such governmental authorities.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____

Name (Print:) _____

Title: _____

Grantee: PROVO CITY CORPORATION, a Utah municipal corporation

By: _____

Name (Print:) _____

Title: _____

ATTEST AND COUNTERSIGN:

City Recorder

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____ 2024, personally appeared before me _____, personally known to me to be an Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for Utah

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____ 2024, personally appeared before me _____, personally known to me to be the _____ of PROVO CITY CORPORATION, a Utah municipal corporation, who acknowledged before me that he signed the foregoing instrument for said entity, and that said instrument is the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity and that said entity executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

EXHIBIT A

Legal Description of Grantor's Property

EXHIBIT B

Legal Description of Easement Area

EXHIBIT C

[Here include map of Easement Area and approximate location of Facilities.]

EXHIBIT D

[Here describe expressly permitted surface uses and improvements and indicate any for which the replacement/repair cost would not fall to the City if removed for easement access.]

WHEN RECORDED PLEASE RETURN TO:

Provo City
Attn.: _____
445 West Center Street, Suite 140
Provo City, Utah 84601

With a Copy to:

The Church of Jesus Christ of Latter-day Saints
Special Projects Department
50 East North Temple Street
Salt Lake City, Utah 84150-6310

(space above for recorder’s use)

WATER LINE EASEMENT AGREEMENT

(12-inch Water Line)

THIS WATER LINE EASEMENT AGREEMENT (this “Agreement”), is entered into this ___ day of March, 2024, by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“Grantor”), and PROVO CITY CORPORATION, a municipal corporation of the State of Utah, whose mailing address is 445 West Center Street, Suite 140, Provo City, Utah 84061 (“Grantee”).

RECITALS

- A. Grantor is the owner of certain real property situated in Utah County, Utah, as more particularly described on Exhibit A attached hereto, (“Grantor’s Property”).
- B. Grantor is planning a project consisting of the relocation and reconstruction of the temple and related landscaping, gardens, parking, walkways and other amenities currently situated on portions of Grantor’s Property (the “Project”).
- C. The Project requires the construction of a 12-inch water line within a portion of Grantor’s Property, to be owned and operated by Grantee.

D. Grantor desires to provide an easement to Grantee to accommodate such water line, and to establish the terms and conditions of Grantee's use of such easement.

TERMS AND CONDITIONS

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

SECTION 1. Easement.

1.1 Grant of Easement. Grantor hereby grants and conveys unto Grantee and its successors and assigns a twenty (20) foot wide non-exclusive easement (the "Easement") on, over, under, across and through the Easement Area more particularly described on Exhibit B attached hereto (the "Easement Area"), for the maintenance, inspection, operation, repair, replacement, relocation, modification, reconstruction, marking, monitoring, and removal of a 12-inch intermediate pressure zone water line and below ground appurtenances, all as generally depicted on Exhibit C attached hereto (collectively, the "Facilities"), necessary or convenient for the transportation or transmission of water by Grantee through the Easement Area. The Easement shall be perpetual, subject to the provisions of Section 10.11 below.

SECTION 2. Reservation by Grantor.

2.1 Grantor's Reserved Rights. Grantor reserves the right to use the Easement Area for any use that does not unreasonably interfere with Grantee's use of the Easement. Without limiting the generality of the foregoing, Grantor reserves the right to use the Easement Area: (a) for hard-surface pedestrian walkways on and over the Easement Area, (b) for vehicular driveways, roadways or streets crossing said Easement Area; (c) for the construction, placement, and maintenance of landscaping, signs, light standards, paved parking, water features, fences, walls and utilities of any type or nature; (d) to grant other non-exclusive easements, licenses and rights within or on the Easement Area to other parties; and (e) to convey or transfer any or all of its interests in Grantor's Property or portions thereof to any party at any time, subject to the terms of this Agreement. Without limiting the generality of the foregoing, Grantor and Grantee expressly agree that the uses described on Exhibit D attached hereto are permitted, and do not unreasonably interfere with Grantee's use of the Easement.

2.2 Relocation of Facilities. Grantor reserves the right to relocate, or require the relocation of, the Facilities at any time at Grantor's cost and expense (including the cost of reclaiming and restoring the surface of the Easement Area due to such relocation), provided that Grantor shall provide Grantee with a reasonably equivalent easement. Such relocation shall terminate the use of the Easement at its prior location. Unless otherwise agreed by the parties, Grantee shall perform the work necessary for such relocation.

SECTION 3. Access. Grantor's temple structure and grounds will be surrounded by a

secure fence and/or wall, with gates restricting access to the temple grounds during certain unspecified times and dates. Prior to entering upon any portion of the Easement Area for any purpose authorized under this Agreement, Grantee shall, except in cases of emergency, provide Grantor with at least seven (7) days' prior written notice of such entry. Grantor shall, upon receipt of such notice, make arrangements to accommodate Grantee's entrance onto the Easement Area at a time and in a manner that does not unreasonably interfere with Grantor's operations on the temple grounds. If emergency access to the Easement Area is required, Grantee shall immediately notify Grantor personnel of such access and the reason therefor by means of telephone and other available electronic communication.

SECTION 4. Condition of the Easement Area; No Warranty. Grantee accepts the Easement Area in its AS IS, WHERE IS condition, without warranties, either express or implied, WITH ALL FAULTS, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose, or warranty against any valid easements affecting the Easement Area, however and whenever such easements may have arisen, including without limitation easements granted by Grantor prior to the date hereof.

SECTION 5. Use Requirements, Maintenance, Restoration and Damage.

5.1 General Maintenance, Repair and Restoration. Grantee, at its sole cost and expense, shall regularly inspect, maintain, and repair the Facilities in accordance with its customary practices and procedures and in accordance with laws, regulations, rules and orders of any applicable governmental authority. The Facilities shall be kept in good order and working condition. Grantee shall at its sole cost promptly repair any damage to Grantor's Property and Grantor's improvements situated therein and thereon, and to any authorized third-party improvements, to the extent caused by Grantee and/or Grantee's agents, and shall restore Grantor's Property and the improvements therein and thereon, and any authorized third-party improvements, as near as reasonably possible to the same condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's agents. Such repair and restoration shall be accomplished within thirty (30) days after (i) completion of any work within the Easement Area during the term of this Agreement, or (ii) removal of the Facilities in connection with the termination of this Agreement as to any portion of the Easement Area, or such earlier date as shall reasonably be required by Grantor as a condition of access. Grantee shall not be responsible for repair or restoration (or the cost of such repair or restoration) of Grantor's or third-party improvements placed within the Easement Area contrary to the terms of Section 2.1. Grantee's restoration responsibilities shall include, but are not limited to: (i) removal of all improvements, including but not limited to pipelines, equipment or materials placed upon Grantor's Property (subject to requirements in Section 10.11 with respect to abandonment of pipelines in place); (ii) maintaining adequate site protection on replanted areas until adequate regrowth is achieved; (iii) installing water bars along the Easement Area reasonably necessary to prevent erosion of the Easement Area and adjacent property; and (iv) leaving Grantor's Property in a condition that is clean and free of debris and hazards (including environmental), to the extent practicable and to the extent caused by

Grantee's exercise of its rights under this Agreement. Grantee shall also leave Grantor's Property free and clear of all liens caused by Grantee's exercise of its rights under this Agreement. Grantee's restoration and repair responsibilities exclude any damages caused by the gross negligence or willful acts or omissions of Grantor, its agents, servants, employees, consultants, contractors and subcontractors, lessees or others to whom Grantor has granted access to the Easement Area. Grantor shall be responsible for the repair or replacement of any hardscaping or structures installed by Grantor pursuant to Section 2.1 above that was removed or damaged by Grantee in connection with any work.

5.2 Damages. Grantee shall be strictly liable for and agrees to pay or reimburse Grantor for damages to Grantor's Property and structures, hardscaping and landscaping located thereon, proximately caused by the existence and operation of the Facilities on Grantor's Property, or caused by Grantee in connection with the exercise of its rights under this Agreement, except to the extent otherwise provided herein.

5.3 Grantor's Right to Complete Work. If Grantee fails to perform any necessary repair or restoration work within the required time period, Grantor may perform such work, and Grantee shall promptly reimburse Grantor for the reasonable costs and expenses incurred by Grantor.

SECTION 6. Work Conducted.

6.1 General. Grantee shall: (i) use good faith efforts to ensure that there is continual pedestrian and vehicular access to Grantor's Property; (ii) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of Grantor's Property; (iii) perform all work at Grantee's sole cost and expense; and (iv) perform all work expediently and in a good and workmanlike manner.

6.2 Notification of Leaks and Remediation Standards. Grantee agrees to notify Grantor of any leaks or spills of Hazardous Substances (as defined below) as soon as reasonably possible after said leak or spill occurs, and Grantee shall prepare and implement any necessary remediation plan in accordance with governmental law, regulations, orders or requirements and accepted industry standards or standards of Grantee, if higher than accepted industry standards.

6.3 Use Requirements.

6.3.1 Neither Grantee nor Grantee's agents shall bring onto Grantor's Property any dogs or other animals (except dogs trained to detect drugs or other substances), explosive devices, weapons of any kind (such as bows and arrows, firearms of any kind, and knives other than a small pocket knife), alcoholic beverages, or any drugs (including but not limited to psychedelic drugs and substances) other than medically prescribed, non-impairing medications.

6.3.2 Neither Grantee nor Grantee's agents shall use trail bikes, motorcycles, all-terrain vehicles, snowmobiles, or other vehicles or horses on

Grantor's Property except in direct support of Grantee's authorized activities. Grantee and Grantee's agents shall not prospect for antlers, fossils, antiquities, or other resources, camp, hike, trap, hunt, fish, or conduct any other recreational activities on Grantor's Property.

6.3.3 Neither smoking nor vaping shall be permitted on Grantor's Property.

6.3.4 Grantee and Grantee's agents shall conduct themselves at all times in a professional manner, shall avoid the use of foul or abusive language, and shall not play music while on Grantor's Property.

6.3.5 Grantee shall use reasonable efforts to control the infestation of noxious weeds on any portion of Grantor's Property utilized by Grantee. Grantee shall comply with applicable governmental weed control laws at Grantee's expense. If Grantor is required to control any weeds within Grantee's areas of disturbance or use due to Grantee's failure to do so, Grantee shall compensate Grantor for labor, equipment and materials used in such control.

6.3.6 None of Grantor's Property shall be used for purposes other than the authorized uses set forth in this Agreement.

SECTION 7. Compliance with Applicable Laws. Grantee shall comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any applicable building, zoning and land use laws. Grantee's obligations include complying with all laws relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any hazardous substances. Grantee shall also observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants in relation to excavating on or near the Easement Area, including any requirement to call the "One Call" system prior to the construction or excavation within the Easement Area.

SECTION 8. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's agents. Grantee shall cause any such liens shall be released of record within thirty (30) days. Notwithstanding the foregoing, Grantee shall have the right to contest the validity of any such lien, provided that in such circumstances Grantee shall, at its expense, defend itself and Grantor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Grantor or any part of Grantor's Property, and provided further that Grantor may at any time require Grantee to post a bond with an entity satisfactory to Grantor in

an amount equal to 125% of the lien or to deposit such amount with the court exercising jurisdiction over such claim.

SECTION 9. Indemnification. Grantee assumes, and agrees to defend, indemnify and hold harmless Grantor, and the officers, directors, employees, managers, members, agents, servants, successors, and assigns of Grantor (“Grantor Parties”), from and against, all liability, damage, expense, claim or judgement (including, but is not limited to, liability for all personal injuries (including death) and environmental and property damage and destruction), directly or indirectly caused by or arising out of the use, occupation, control or operations by Grantee or any of Grantee’s agents of the Easement Area or other part of Grantor’s Property under this Agreement, except for liability, damages, expenses, claims or judgments arising out of or caused by the gross negligence or intentional misconduct of Grantor. Grantee further agrees to indemnify and hold harmless Grantor and Grantor’s Parties for any costs, including costs of suit and fees for consultants, experts, and attorneys, incurred by Grantor or Grantor’s Parties in enforcing obligations or defending itself against any matter arising under this Agreement. This provision shall survive termination, cancellation or relinquishment of this Agreement, and any cause of action by Grantor or Grantor’s Parties to enforce this provision shall not be deemed to accrue until Grantor’s or Grantor’s Parties’ actual discovery of the liability, claim, loss, damage, or exposure.

SECTION 10. Notices. Except as otherwise required by law, any notice, demand, or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, facsimile or United States Postal Service certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to the appropriate party at the following address or addresses (or such other address or addresses as a party may designate in writing given in accordance with this Section). E-mail shall not constitute an acceptable medium for giving notice under this Agreement unless the notice is actually acknowledged by the receiving party by return e-mail or other writing sent by the receiving party. Notices shall be effective only upon actual receipt by the person to whom it is addressed. Such receipt may be confirmed by e-mail, return fax, or other written medium.

If to Grantor:

The Church of Jesus Christ of Latter-day Saints
Special Projects Department
50 East North Temple Street
Salt Lake City, Utah 84150-6310
Phone: 801- _____
Email: _____

If to Grantee:

Provo City
Attn.: _____
445 West Center Street, Suite 140
Provo City, Utah 84601

Phone: 801- _____
Email: _____

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

SECTION 10. Miscellaneous.

10.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement.

10.2 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

10.3 Assignment/Run with the Land/Successors. The provisions of this Agreement shall be considered a covenant that runs with the land herein described, and as such the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee. Notwithstanding the foregoing, Grantee may not assign this Agreement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably conditioned, delayed, or withheld if the assignment is to a reputable entity that expressly assumes the obligations of Grantee hereunder and has proven operational and financial capability, demonstrated by financial and other reports provided and satisfactory to Grantor in connection with the request for approval, to fully perform all of Grantee's responsibilities under this Agreement, both at the time of assignment and for the reasonably foreseeable term of this Agreement.

10.4 Amendment. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the parties.

10.5 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. Except as provided in Section 10.4, above, no covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof.

10.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

10.7 Rights and Remedies. The rights and remedies of either of the parties hereto are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.8 Dispute Resolution. In case of a disagreement between the parties to this Agreement as to any right, obligation, term or provision hereof (a "Dispute"), the parties shall make an earnest effort to settle such disagreement to their mutual satisfaction. In the event any such Dispute regarding this Agreement cannot be reconciled by the parties, then any party may provide notice to the other specifying with particularity the items of disagreement and a request that the matter be resolved promptly by mediation before resorting to litigation. The mediator shall be an attorney agreeable to both parties, and shall have extensive experience with utility easements. The mediator shall be entitled to hear any controversy relating to accounting, calculation and payment of compensation or damage fees, operating standards, and interpretation of terms. If the Dispute is not resolved by mediation to the satisfaction of the parties within thirty (30) days after receipt of such written notice, then either party may initiate appropriate legal proceedings at that time.

10.9 Authorization. Each party represents that the person signing on behalf of the party is duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

10.10 No Public Use/Dedication. Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement. Grantee shall, and Grantor may, take such steps as shall be permitted or required by applicable law to ensure that no portion of Grantor's Property becomes public, becomes dedicated to a public use, or becomes a public forum.

10.11 Termination. Any portion of the Easement Area shall be deemed abandoned by Grantee upon the earlier to occur of (i) Grantee's cessation of use of the Easement Area or a portion thereof for a continuous period of thirty-six (36) months, provided that such time period is tolled for delays attributable to inclement weather, seasonal restrictions, fish and wildlife restriction, government permitting, and other events of force majeure, or (ii) written notice by Grantee to Grantor of such abandonment. If Grantor believes the Easement Area or a portion thereof has been abandoned, Grantor shall

provide notice to Grantee of abandonment. Unless Grantee has responded to Grantor within thirty (30) calendar days after the notice of abandonment is received by Grantee by providing evidence to counter that presented by Grantor regarding abandonment, Grantor may proceed to record an affidavit of abandonment and termination of such applicable portion of the Easement Area with the recorder's office of the county in which such portion of the Easement Area is located. If Grantee has not responded within the thirty (30) calendar days after actual receipt of the notice of abandonment, Grantee agrees that such notice constitutes abandonment and termination of such applicable portion of the Easement Area. Upon termination of such applicable portion of the Easement Area, Grantee at its sole cost, shall promptly remove any Facilities located thereon and restore the surface of the applicable portion of the Easement Area, as near as reasonably practical to do so, to the condition that existed prior to its operations thereon. With Grantor's written permission, Grantee may abandon in place all or part of the underground portion of the Facilities. Notice of such abandonment shall be filed with all appropriate governmental authorities and abandonment shall be accomplished in accordance with all applicable laws, regulations, rules and orders of such governmental authorities.

10.12 Property Taxes. If ad valorem taxes on the Easement Area are increased on account of the installation by Grantee of any Facilities, then Grantee shall pay Grantor such increase in Grantor's taxes (to the extent that such increase is not separately assessed to Grantee and paid directly by Grantee to the taxing authority) within thirty (30) days after receipt by Grantee of Grantor's notice evidencing such increase (such notice to include all supporting documentation from the applicable Tax Assessor. The baseline tax assessment shall be the ad valorem tax valuation on Grantor's Property for the year preceding the effective date of this Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____

Name (Print:) _____

Title: _____

Grantee: PROVO CITY CORPORATION, a Utah municipal corporation

By: _____

Name (Print:) _____

Title: _____

ATTEST AND COUNTERSIGN:

City Recorder

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____ 2024, personally appeared before me _____, personally known to me to be an Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for Utah

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____ 2024, personally appeared before me _____, personally known to me to be the _____ of PROVO CITY CORPORATION, a Utah municipal corporation, who acknowledged before me that he signed the foregoing instrument for said entity, and that said instrument is the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said entity and that said entity executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

EXHIBIT A

Legal Description of Grantor's Property

EXHIBIT B

Legal Description of Easement Area

EXHIBIT C

[Here include map of Easement Area and approximate location of Facilities.]

EXHIBIT D

[Here describe expressly permitted surface uses and improvements.]

Street Vacation and Request to Surplus

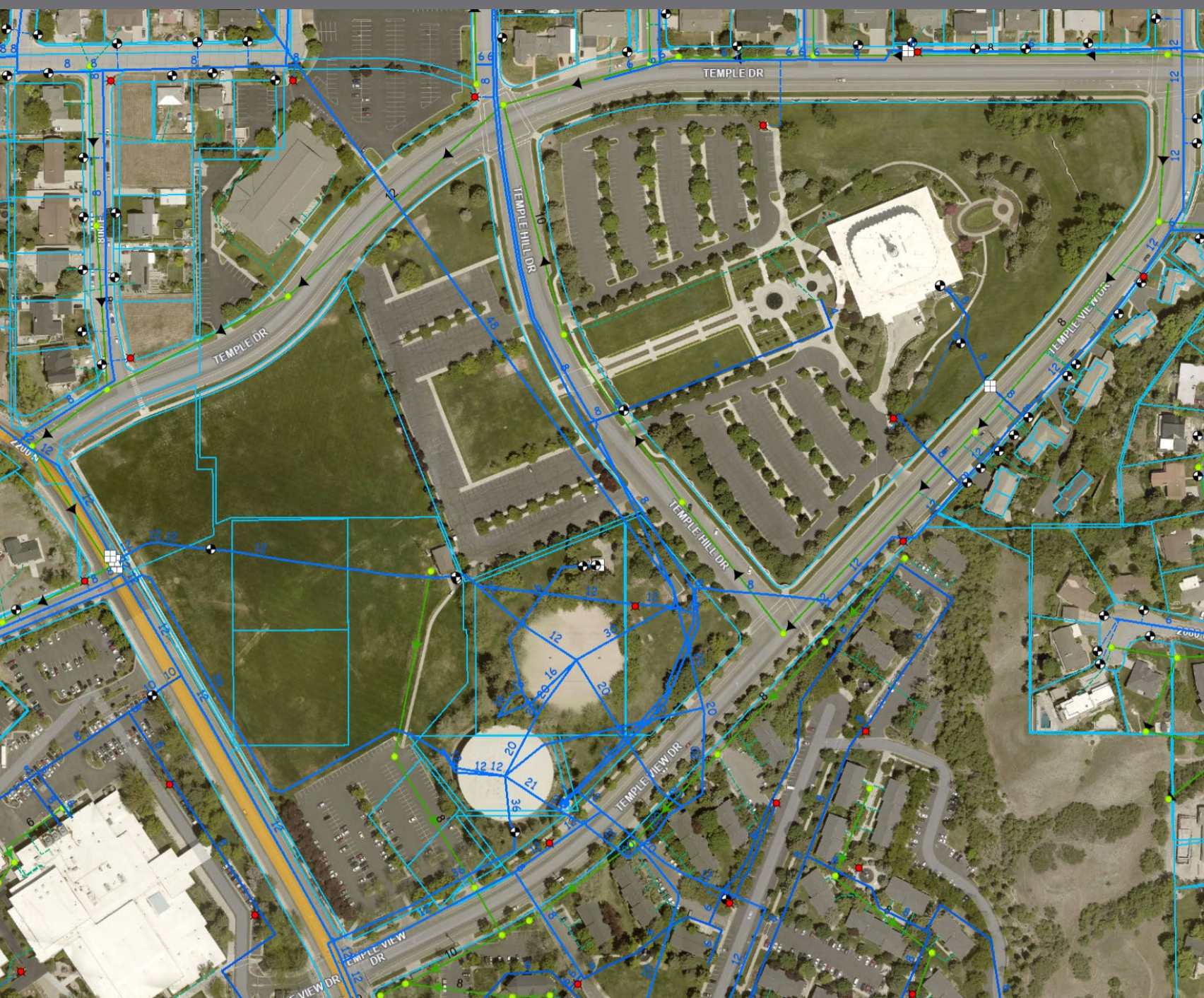
Temple Hill Drive

The Application

- As part of the planned remodel of the Provo Temple, The Church of Jesus Christ of Latter-day Saints has filed an application requesting that the City vacate Temple Hill Drive.
 - This street connects Temple Drive and Temple View Drive and passes between the “MTC playing fields” and the current Provo Temple.
 - There are no properties accessed from this street other than the temple and its parking areas.
- By law, the property underlying a vacated street becomes the property of the adjoining landowner.
- One portion of Temple Hill Drive is adjacent to property owned by the City and will therefore become City property. The rest of the street adjoins property owned by the Church and will become the property of the Church.
- The Church desires to incorporate all of the street property into the temple project and has also requested that the City surplus and sell the portion of Temple Hill Drive that will revert to the City.

Affected Infrastructure

- The City has extensive infrastructure underlying or near Temple Hill Drive, including:
 - A 48-inch non-reinforced concrete water supply line that is approximately 80 years old;
 - A 27-inch non-reinforced concrete aqueduct that is over 100 years old (often referred to as the 27”x30” aqueduct because it is 27 inches wide at the base and 30 inches wide at the top);
 - An 8-inch pressurized water line that provides water to the Intermediate Pressure Zone and two water storage tanks and is over 50 years old;
 - An 8-inch pressurized water line that supplies the Rock Canyon Pressure Zone and one water storage tank and is over 50 years old; and
 - An 8-inch sewer line.
- Additionally, the temple remodel project requires a new storm drain line in Temple Drive.



1. 48-inch water supply line;
2. 27'x30" aqueduct;
3. 8-inch Intermediate Pressure Zone waterline;
4. 8-inch Rock Canyon Pressure Zone waterline;
5. 8-inch sewer line; and
6. New storm drain line.

Issues

- The Church has an established timeline for completing its project.
- Replacing the various City water lines will be necessary in the near future.
- The new storm drain line and a sewer line realignment are necessary parts of the Church's project. These lines have to be designed in relation to the location of the City's water lines.
- There are a number of complications and problems for both parties with replacing the City lines in the future after the temple project is already complete.
- Staff working on the temple project and City staff have explored the possibility of mitigating these problems by doing all of the necessary work at the same time.

Proposal

- Infrastructure Improvements
 - All four water lines will be replaced during the temple remodel project:
 - The City will provide plans and specifications for the lines;
 - The Church will install the lines and pay for all the costs, except for the tie-in work necessary to connect the new lines to the City system upon completion;
 - The City will have inspection rights and final approval of the installation;
 - Once the work is accepted, ownership of the infrastructure will be conveyed to the City; and
 - The three lines along Temple Hill Drive will be realigned and consolidated;
 - The Church will install new sewer line from the temple building to the intersection of Temple View Drive and 900 East:
 - from the temple building to Temple View Drive will be a private line owned and maintained by the Church;
 - the line installed in Temple View Drive to the intersection of 900 East will be conveyed to the City like the water lines described above; and
 - the Church will dispose of the existing line; and
 - The Church will fund the design and installation of the required storm drain line.

Proposal (continued)

- Easements
 - The Church will convey to the City:
 - A 55' easement for the new, realigned water lines along Temple Hill Drive; and
 - An easement for the new 8-inch Rock Canyon Pressure Zone water line; and
 - The City will explicitly renounce any other easements (formal or prescriptive) across Church property associated with the infrastructure being replaced.
- Vacation, Conveyance, and Sale of Temple Hill Drive
 - All of the above is contingent upon the approval by the Council of:
 - The vacation of Temple Hill Drive, which will automatically convey to the Church those portions of the street adjacent to Church property; and
 - The sale to the Church of that portion of Temple Hill Drive that is adjacent to City property for Fair Market Value:
 - The City and the Church each had appraisals done; and
 - The FMV based on those appraisals is agreed to be \$11 per square foot for a total sale price of \$175,395.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: BRIANJ
Department: Legal
Requested Meeting Date: 03-05-2024

SUBJECT: A resolution placing a 0.366 acre parcel of ground in the vacated right-of-way of Temple Hill Drive on the surplus property list and approving the sale to The Church of Jesus Christ of Latter-day Saints. (24-030)

RECOMMENDATION: Approval of the resolution.

BACKGROUND: The Church of Jesus Christ of Latter-day Saints is remodeling the Provo Temple. They want to incorporate Temple Hill Drive into the project and have requested that the City vacate the street. If this happens a portion of the street will revert to City ownership. The Church has also asked that the City surplus this property and sell it to the Church to be included in the project. City staff have worked with the Church to negotiate a proposal whereby extensive City infrastructure along this alignment be replaced and consolidated with significant contribution to the costs coming from the Church.

FISCAL IMPACT: City will receive appraised value for sale of property. ~\$175,000.

PRESENTER'S NAME: Brian Jones, City Attorney

REQUESTED DURATION OF PRESENTATION: 15 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES: Significant improvements to City infrastructure, efficiencies of scale, and considerable savings would be derived from this proposal.

CITYVIEW OR ISSUE FILE NUMBER: 24-030

1 RESOLUTION 2024-____.
2

3 A RESOLUTION PLACING A 0.366 ACRE PARCEL OF GROUND
4 LOCATED GENERALLY IN THE SOUTHWEST CORNER OF THE
5 VACATED RIGHT-OF-WAY OF TEMPLE HILL DRIVE ON THE SURPLUS
6 PROPERTY LIST AND APPROVING THE SALE TO THE CHURCH OF
7 JESUS CHRIST OF LATTER-DAY SAINTS. (24-030)
8

9 RECITALS:
10

11 By ordinance approved on March 5, 2024, the Provo Municipal Council has vacated the
12 street known as Temple Hill Drive; and
13

14 A portion of the vacated street was deeded to Provo City as part of the street vacation
15 because Provo City owns property immediately adjacent to the vacated street (the legal
16 description of the parcel is found in Exhibit A and a depiction of it in Exhibit B); and
17

18 The ordinance approved the street vacation also approved the Temple Hill Drive Vacation
19 and Utilities Relocation Agreement (attached as Exhibit C) between the City and the adjoining
20 property owner to the east and contemplates the sale of the City's vacated street parcel to that
21 property owner for an agreed upon price of \$175,395; and
22

23 It is proposed that the Council approve the placement of the property in question on the
24 surplus property list and the sale of the property as contemplated in the attached agreement; and
25

26 On March 5, 2024, the Municipal Council met to consider the facts regarding this matter
27 and receive public comment, which facts and comments are found in the public record of the
28 Council's consideration; and
29

30 After considering the facts presented to the Municipal Council, the Council finds that (i)
31 the proposed action should be approved as described herein, and (ii) such action furthers the
32 health, safety, and general welfare of the residents of Provo City.
33

34 THEREFORE, the Municipal Council of Provo City, Utah resolves as follows:
35

36 PART I:
37

38 The real property described in the attached Exhibit A and depicted in Exhibit B is hereby
39 placed on the Surplus Property List and the Mayor is authorized to sell the property to The
40 Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, pursuant to the terms of the
41 Temple Hill Drive Vacation and Utilities Relocation Agreement in the attached Exhibit C.

42

43 PART II:

44

45 This resolution takes effect immediately.

EXHIBIT A

Temple Hill Drive – Vacation Description

Parcel to Provo City Corporation

(October 9, 2023)

Beginning at the intersection of the Northerly Right-of-Way Line of Temple View Drive and the centerline of Temple Hill Drive, said point being South 89°07'30" West 774.49 feet along the section line and North 239.00 feet from the Southeast Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; and running

thence South 43°51'00" West 74.35 feet to the Westerly Right-of-Way Line of Temple Hill Drive;
thence along said Westerly Right-of-Way Line the following two (2) courses:

(1) North 01°38'23" East 32.84 feet;

(2) North 40°20'00" West 282.41 feet;

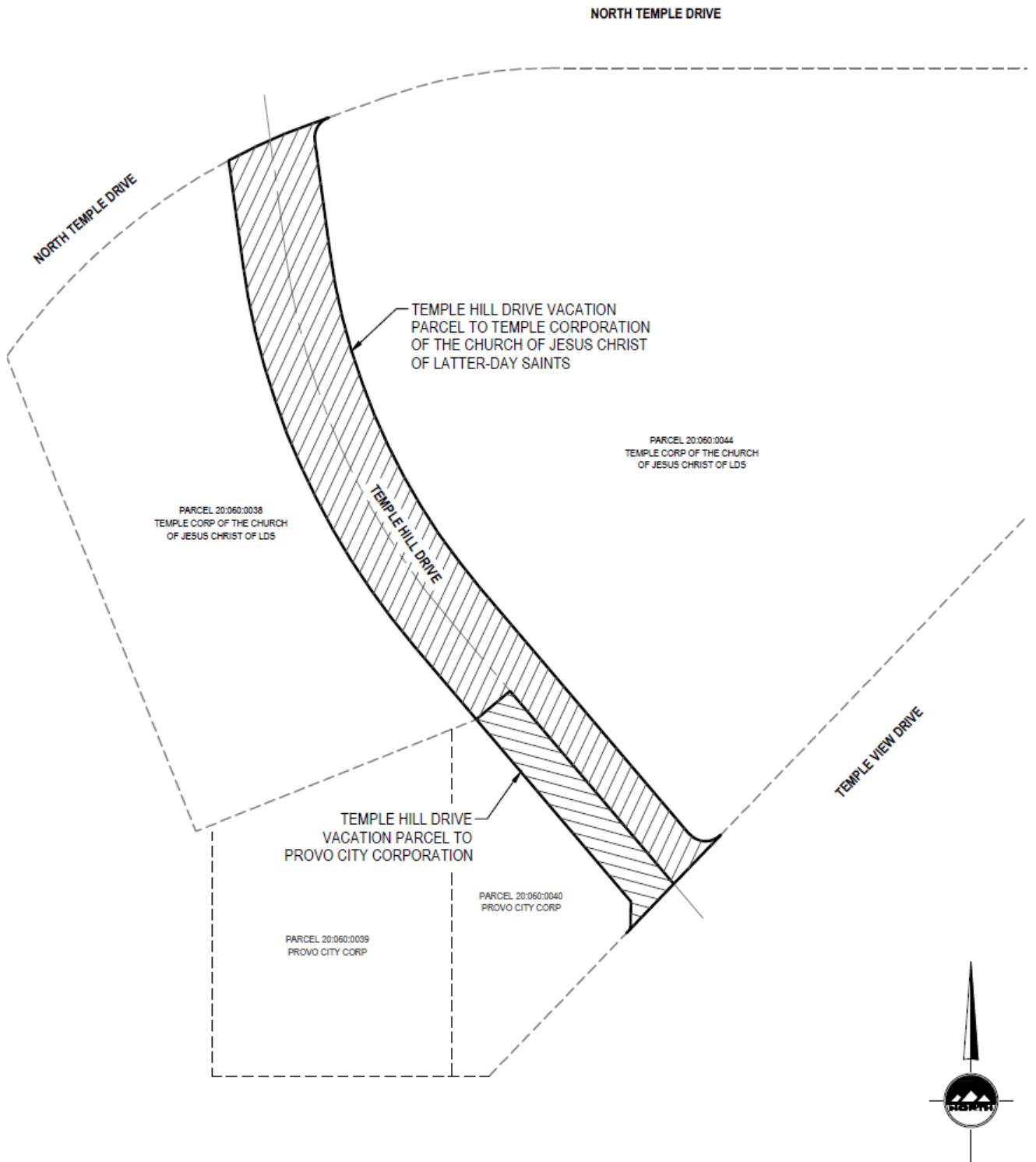
thence North 49°40'00" East 52.00 feet to the centerline of said Temple Hill Drive;

thence South 40°20'00" East 299.30 feet along said centerline to the point of beginning.

Contains 15,945 Square Feet or 0.366 Acres



EXHIBIT B



<p>PROJECT NUMBER 9562D</p> <p>PRINT DATE 2023-10-09</p> <p>PROJECT MANAGER BAM</p> <p>DESIGNED BY KFW</p>	<h2>PROVO TEMPLE</h2> <p>2200 TEMPLE HILL DRIVE PROVO, UTAH</p> <p>TEMPLE HILL DRIVE ROADWAY VACATION EXHIBIT</p>	<p>ENSIGN THE STANDARD IN ENGINEERING</p> <p>SANDY 45 W 10000 S, Suite 500 Sandy, UT 84070 Phone: 801.255.0529 WWW.ENSIGNENG.COM</p> <p>LAYTON Phone 801.540.1190 TOOELE Phone 435.843.9590 CEDAR CITY Phone 435.865.1463 RICHFIELD Phone 435.866.2983</p>
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PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: SWILMOTH
Department: Development Services
Requested Meeting Date: 02-20-2024

SUBJECT: A discussion regarding an Ordinance Text Amendment for the adoption of a Transferable Development Rights (TDR) Overlay Zone. Citywide Application. PLOTA20230219

RECOMMENDATION: To be heard at the February 20, 2024 Work & Council Meeting. Please see supporting documents.

BACKGROUND: Development Services and Engineering departments are proposing that a new Transfer of Development Rights (TDR) Overlay Zone be adopted so that it may be applied to specific lots with geological risks or other natural hazards. The purpose of the overlay is to discourage development in hazardous areas and allow property owners to retain value in lots that have been found to have inherent risks on or near their properties.

FISCAL IMPACT:

PRESENTER'S NAME: Aaron Ardmore, Planning Supervisor

REQUESTED DURATION OF PRESENTATION: 10 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLOTA20230219

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ORDINANCE 2023-.

AN ORDINANCE ENACTING THE TRANSFERABLE DEVELOPMENT RIGHTS OVERLAY ZONE. CITYWIDE APPLICATION. (PLOTA20230219)

RECITALS:

It is proposed that Provo City Code Title 14 be amended to enact a new Transferable Development Rights Overlay Zone; and

On January 31, 2024, the Planning Commission held a public hearing to consider the proposed amendment, and after the hearing, the Planning Commission recommended approval to the Municipal Council by a vote of 8:0; and

On February 20, 2024 and March 5, 2024, the Municipal Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council's consideration; and

After considering the facts presented to the Municipal Council, the Council finds (i) Provo City Code should be amended as set forth below and (ii) such action reasonably furthers the health, safety, and general welfare of the citizens of Provo City.

THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

PART I:

Provo City Code Chapter 14.33B is enacted as set forth in Exhibit A.

PART II:

- A. If a provision of this ordinance conflicts with a provision of a previously adopted ordinance, this ordinance prevails.
- B. This ordinance and its various sections, clauses, and paragraphs are severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder of the ordinance is not affected by that determination.
- C. This ordinance takes effect immediately after it has been posted or published in accordance with Utah Code Section 10-3-711, presented to the Mayor in accordance with Utah Code Section 10-3b-204, and recorded in accordance with Utah Code Section 10-3-713.
- D. The Municipal Council directs that the official copy of Provo City Code be updated to reflect the provisions enacted by this ordinance.

END OF ORDINANCE.

Exhibit A

CHAPTER 14.33B TDR – TRANSFERABLE DEVELOPMENT RIGHTS OVERLAY ZONE

14.33B.010	Purpose and Objectives
14.33B.020	Definitions
14.33B.030	Use in Combination
14.33B.040	Permitted Uses
14.33B.050	Development Standards
14.33B.060	Provision of Facilities
14.33B.070	Establishment of Sending and Receiving Areas
14.33B.080	Application Requirements
14.33B.090	Sending Site Requirements
14.33B.100	Receiving Site Requirements
14.33B.110	Development Approval Process
14.33B.120	Conservation Easement Required
14.33B.130	Development Credit Determination

14.33B.010 Purposes and Objectives.

The purposes of this TDR overlay zone are to:

1. Protect the general health, safety, and welfare of current and future residents;
2. Preserve open space, scenic views, and natural features on hillside areas;
3. Discourage development in sensitive and natural hazard areas;
4. Allow owners of sensitive lands development rights in other areas of the city, and;
5. Provide a method whereby development rights may be transferred from sending sites to receiving sites to meet the above purposes.

14.33B.020 Definitions.

For the purposes of this Chapter, the following words and terms are defined as follows:

“Base Zone Density” means the maximum number of dwelling units permitted by the zoning classification of a sending or receiving site and not including any density increase from the overlay zone.

“Development Rights” means the potential for the improvement of a legally established parcel of land, measured in dwelling units, existing as a result of the underlying zone of the parcel.

89 “Receiving Area” means a geographic area designated by the Provo City Zoning Map
90 within which one or more receiving sites may be located.

91
92 “Receiving Site” means a legally created parcel of land that has been zoned TDR-R and
93 to which development rights are transferred in accordance with the requirements of this
94 chapter.

95
96 “Sending Area” means a geographic area designated by the Provo City Zoning Map
97 within which one or more sending sites may be located.

98
99 “Sending Site” means a legally created parcel of land that has been zoned TDR-S and
100 from which development rights are transferred in accordance with the requirements of
101 this chapter.

102
103 “Transfer of Development Rights” means the conveyance of one or more development
104 rights by deed, easement, or other legal instrument to another parcel of land in
105 accordance with the requirements of this chapter.

106
107 **14.33B.030 Use in Combination.**

108
109 The TDR Zone will overlay and be used in combination with existing conventional
110 zones. If there is a conflict between the provisions of this Chapter and the requirements
111 of Provo City Code Title 14 or 15, the requirements of this Chapter take precedence.
112 Property to which the TDR Zone has been applied may only be developed in
113 conformance with the applicable, approved project plan, subdivision, or other approved
114 development plans. Written references to a zone that is overlain by the TDR Zone will
115 include the underlying zone along with the acronym of the overlay zone, e.g.,
116 R1.10TDR-R or R1.10TDR-S.

117
118 **14.33B.040 Permitted Uses.**

119
120 Uses permitted in the TDR Zone are limited to those listed as permitted uses by the
121 provisions of the underlying zone with which the TDR Zone has been combined.

122
123 **14.33B.050 Development Standards.**

124
125 Development in the TDR Zone must conform to the development standards required by
126 the provisions of the underlying zone with which the TDR Zone is combined, except in
127 cases where a density bonus has been granted.

128
129 **14.33B.060 Provision of Facilities.**

130
131 The requirements of the Adequate Public Facilities section of Provo City Code Chapter
132 15.03 must be met.

133
134

135 **14.33B.070 Establishment of Sending and Receiving Areas.**

136
137 (1) The City Council may establish sending and receiving areas with the TDR
138 Overlay designation on the official zoning map in accordance with Provo City Code
139 Section 14.02.020. The designation “TDR-S” will be the prefix for the overlay zone for
140 sending sites, the designation “TDR-R” will be the prefix for the overlay zone for
141 receiving sites.

142
143 (2) Sending areas are limited to property that has been found to have natural
144 hazards within or adjacent to property boundaries, as verified by the City Engineer.

145
146 (3) Receiving areas are limited to vacant properties in the RA, R1, VLDR, or LDR
147 zones.

148
149 (4) The City Council may apply the TDR-R Overlay designation in conjunction with a
150 rezone request to a RA, R1, VLDR, or LDR Zone if the request is consistent with the
151 General Plan and this Chapter.

152
153 **14.33B.080 Application Requirements.**

154
155 In addition to submittal requirements in Provo City Code Section 14.02.020, an eligible
156 landowner or authorized representative for a sending site (TDR-S) must provide the
157 following:

- 158
159 (1) A written description of the physical characteristics of the property that
160 constitutes a hazard;
161 (2) A study or other evidence of the stated hazard, stamped by a licensed engineer,
162 and:
163 (3) Either:
164 (a) A conservation easement document, or
165 (b) Proof that the property or parcel has been designated hazardous by the
166 Provo City Engineer.

167
168 **14.33B.090 Sending Site Requirements.**

169
170 (1) Development rights may only be created and transferred by means of a
171 conservation easement and a TDR-S credit certificate that meet the requirements of this
172 Chapter.

173
174 (2) In order to be eligible to transfer one or more development rights from a parcel of
175 land, the parcel must be located within a sending area designated pursuant to this
176 ordinance and shown on the official zoning map.

177
178
179
180

181 **14.33B.100 Receiving Site Requirements.**
182

183 (1) Development rights may only be received by means of a TDR-R credit certificate
184 and a development plan that meet the requirements of this Chapter.

185
186 (2) In order to transfer one or more development rights to a parcel of land, the parcel
187 must be located within a receiving area designated on the official zoning map.
188

189 **14.33B.110 Development Approval Process.**
190

191 (1) The following is the Sending Site approval process that must be followed to send
192 development right (TDR-S) credits:

193
194 (a) TDR-S property owners may choose to develop their property as platted and
195 in accordance with city engineering requirements, or they may choose to sell,
196 transfer, or joint venture their development rights.

197
198 (b) TDR-S property owners may request a TDR-S credit certificate from the
199 Provo City Development Services Director. The TDR-S certificate must list the
200 density or number of units available to be transferred from the TDR-S site.
201

202 (c) A TDR-S credit certificate may only be sold, conveyed, or otherwise
203 transferred by the owner(s) or their legal representative.
204

205 (d) The sale, conveyance, or transfer must include the surrender of the TDR-S
206 credit certificate, which authorizes the Development Services Director, or
207 designee, to transfer the development credits to the stated transferee by
208 reissuing the TDR-S credit certificate in the transferee's name, and recording
209 a TDR-S certificate with the County Recorder's Office.
210

211 (e) With each transfer or sale, a conservation easement must be recorded
212 covering the entire parcel.
213

214 (f) When all available TDR-S credits on a sending site have been purchased, no
215 uses other than those enumerated in the conservation easement are allowed.
216 Responsibility for any required maintenance or abatement remains with the
217 fee title owner.
218

219 (g) TDR-S credits expire and are terminated upon development approval on a
220 receiving site and the recording of a conservation easement against the
221 sending site, or if the owner of the TDR-S credits chooses to forfeit
222 development rights and records a conservation easement on the entire
223 sending site.
224

225 (h) TDR-S property owners must notify any lien or mortgage holders of the sale
226 of TDR-S credits, and the notification must be demonstrated by written
227 approval submitted to the City prior to transfer.
228

229 (i) It is the responsibility of TDR-S property owners to notify the county tax
230 assessor regarding possible changes in property value.
231

232 (2) The following is the Receiving Site approval process that must be followed to
233 receive TDR credits:
234

235 (a) All regulations in Provo City Code Title 14 and 15 regarding zoning,
236 subdividing, and approval processes are in effect on a receiving site. If any
237 development within the TDR-R Zone requests an increase in density from the
238 base zone density, it must be realized through TDR-S credits.
239

240 (b) Application of the TDR Overlay is a zone map amendment and is therefore
241 subject to the approval of the City Council.
242

243 (c) Any development requesting higher density than the base zone density shall
244 bring evidence of TDR-S credits in the form of options to purchase,
245 ownership, or joint ventures at the time of development review, as well as
246 evidence of ownership prior to final approval.
247

248 i. Areas may develop at the base zone density without purchasing TDR-
249 S credits.
250

251 ii. Any development approval process using TDR-S credits must adhere
252 to all other underlying zoning requirements.
253

254 (d) A request to utilize development rights on a receiving site must be in the form
255 of a preliminary subdivision application or a concept plan application in
256 accordance with Provo City Code.
257

258 (e) The Planning Commission will recommend approval of a request to utilize
259 development rights on a receiving site if the request:
260

261 i. Does not exceed the density limitations permitted in the underlying
262 zone, except insofar as additional density is provided through TDR-S
263 credits;

264 ii. Is in accordance with the provisions of this chapter;

265 iii. Is in accordance with the subdivision and site plan regulations;

266 iv. Is consistent with other policies and goals of the General Plan; and

267 v. Achieves a compatible development with surrounding uses.
268

- 269 (f) A receiving credits certificate will be issued to the property owner upon final
270 approval by the Development Services Director indicating the total number of
271 development rights that may be transferred to the property in accordance with
272 this Chapter.
273

274 **14.33B.120 Conservation Easement Required**

275

276 This section applies only to properties where the development rights have been
277 transferred from the property, but the ownership of the property remains private.
278

279 (1) A conservation easement must be established on each sending site from which
280 development rights are transferred.
281

282 (2) The conservation easement required by this chapter must be in a recordable
283 form approved by Development Services and must meet the requirements of Utah Code
284 Section 57-18-1 et. seq. The conservation easement must also include the following
285 terms:
286

287 (a) The holder of the easement must be:

- 288 (i) Provo City,
- 289 (ii) another government entity, or
- 290 (iii) a charitable organization that:

291 (A) Qualifies as being tax exempt under section 501(c)(3) of the
292 Internal Revenue Code; and

293 (B) Is organized in whole or in part for the purpose of accepting and
294 managing conservation easements.
295

296 (b) The easement must require that the easement area be maintained as it exists
297 when the easement is created, including natural areas, wildlife preserves,
298 trails, or other identified environmental or open land resources.
299

300 (c) The easement must include a reference to the extinguishment of the
301 development rights transferred from the sending site. If additional rights are
302 transferred after the recordation of a conservation easement, the easement
303 must be amended to reflect the extinguishment of those additional rights and
304 must be recorded thereafter.
305

306 (d) All parties who have a declared interest in the property, recorded at Utah
307 County, must consent to the granting of a conservation easement.
308
309

310 (3) If the holder of a conservation easement granted pursuant to this Chapter desires
311 to transfer the easement to another entity, the recipient of any transferred interest must
312 meet the requirements of this section.
313

314 (4) It is unlawful to convey a conservation easement granted pursuant to this section
315 unless the City has indicated its approval. Any instrument purporting to make such a
316 conveyance in violation of this Subsection is void and may not be recorded or accepted
317 by the City Recorder for recording at the County Recorder's Office.

318
319 **14.33B.130 Development Credit Determination**

320
321 (1) For the purposes of this Chapter development credit is defined as either a
322 sending credit or receiving credit and shall be equivalent to one dwelling unit per credit.

323
324 (2) The total number of development credits available to a sending site will be
325 determined as follows and as shown on the official Provo City Zoning Map, with the
326 criteria for the different risk levels to be determined by the City Engineer:

327
328 (a) *Extreme Risk*. For each lot within a TDR-S overlay zone shown as an
329 extreme risk site for development, a total of three (3) development credits will
330 be available, as provided in this Chapter.

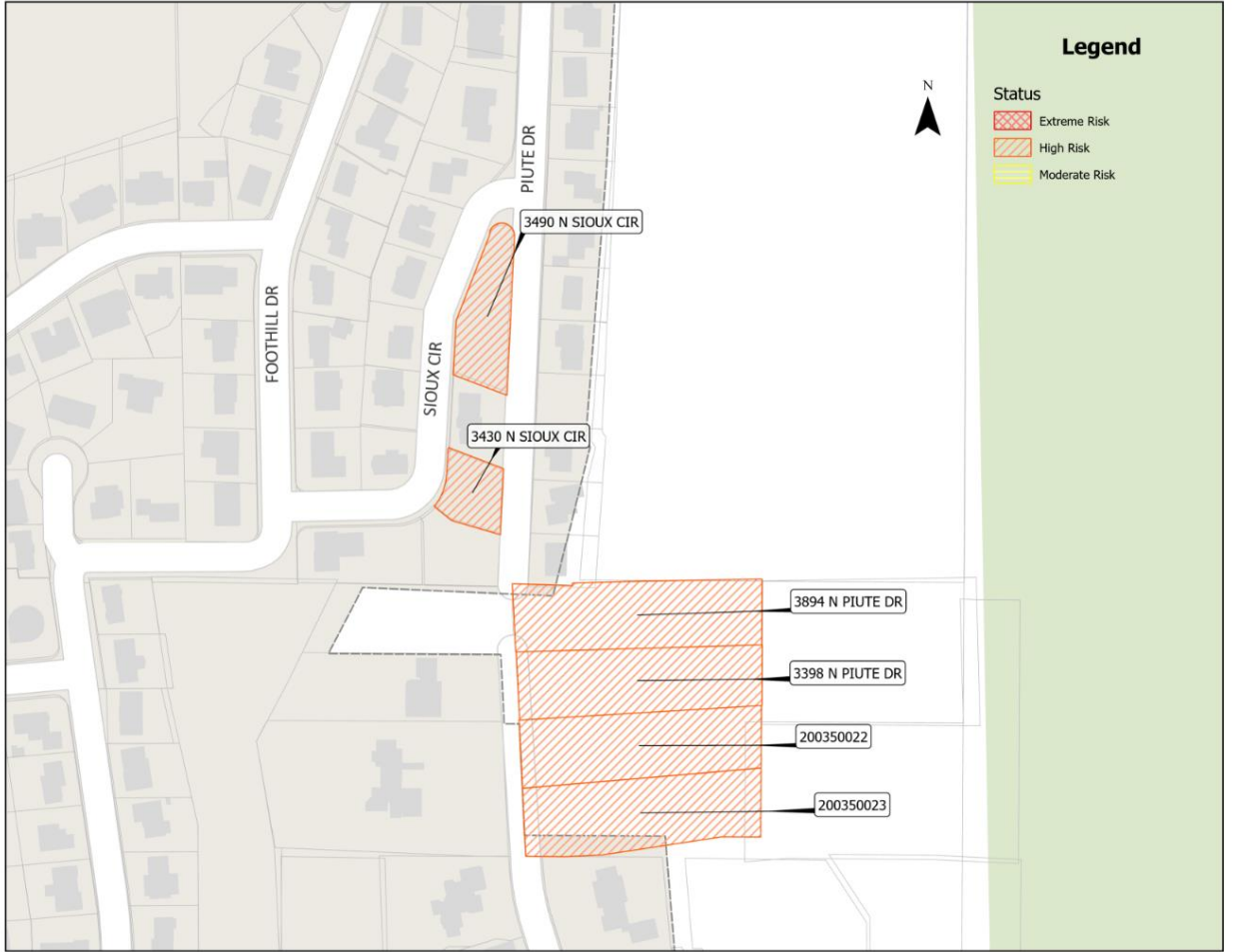
331 (i) Extreme risk lots are indicated by a red overlay on the zoning map.

332
333 (b) *High Risk*. For each lot within a TDR-S overlay zone shown as a high
334 risk site for development, a total of two (2) development credits will be
335 available, as provided in this Chapter.

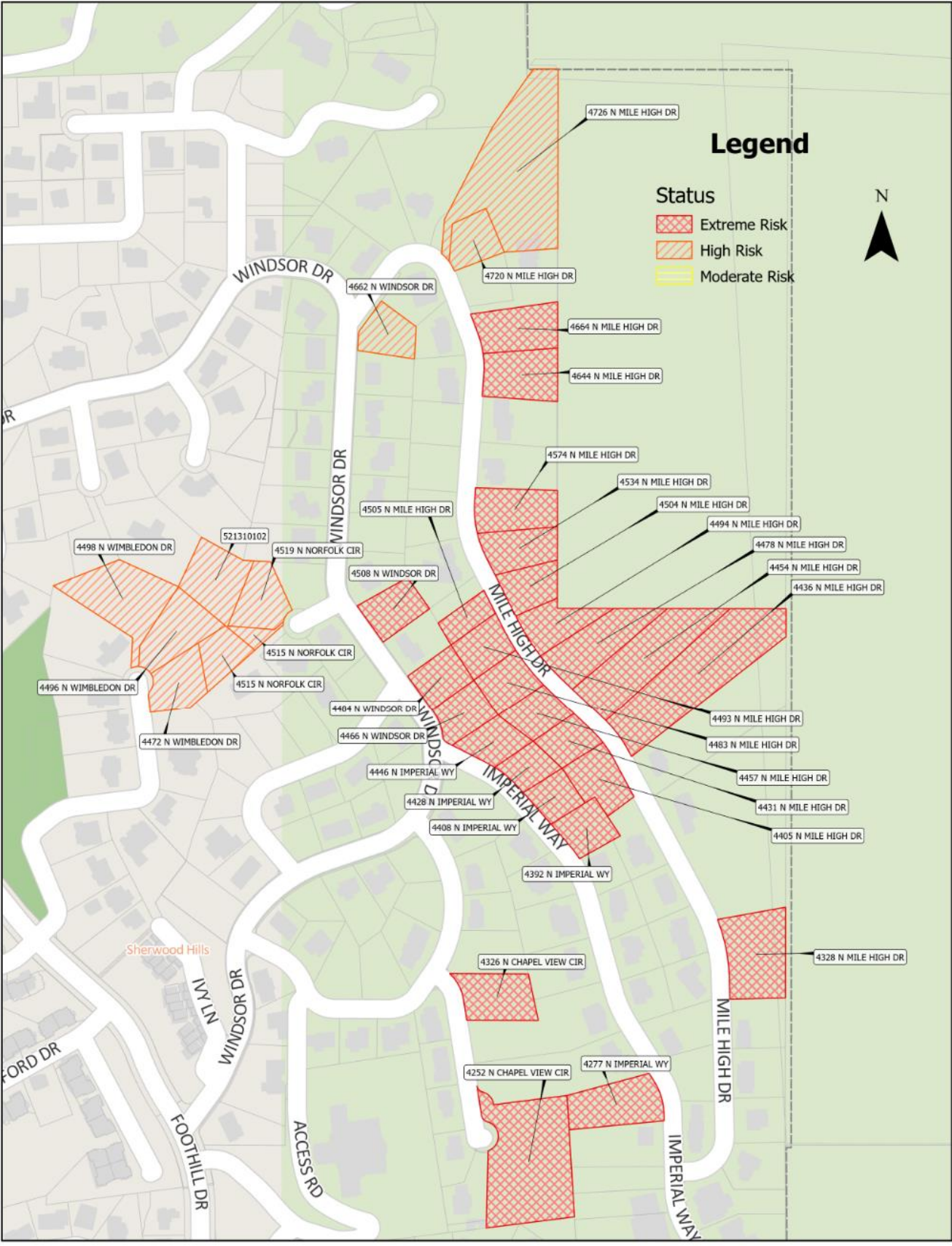
336
337 (i) High risk lots are indicated by an orange overlay on the zoning map.

338
339 (c) *Moderate Risk*. For each lot within a TDR-S overlay zone shown as a
340 moderate risk site for development, a total of one and a half (1.5) development
341 credits will be available, as provided in this Chapter.

342
343 (i) Moderate risk lots are indicated by a yellow overlay on the zoning map.



344
 345
 346



***ITEM 3** Development Services requests approval of an Ordinance Text Amendment for the adoption of a Transferable Development Rights (TDR) Overlay Zone. Citywide Application. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLOTA20230219

Applicant: Development Services

Staff Coordinator: Aaron Ardmore

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is February 14, at 6:00 P.M.*

2. **Recommend Denial** of the requested text amendment. *This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.*

Relevant History: In June 2023 staff began to study problematic lots on the east bench of the city. As Public Works identified lots with a variety of geological hazards, Planning staff began to create an ordinance to allow the transfer of development rights from these lots to elsewhere in the city. A draft of this ordinance and overview of its goals was presented to a combined Planning Commission and City Council on October 11th, 2023; and had a positive response. A refined proposal was taken through staff review and is now up for adoption.

Neighborhood Issues: This is a citywide application; no feedback has been gathered from the Neighborhood District Program.

Summary of Key Issues:

- The city has an interest in protecting the public from problematic lots on the east bench.
- To give property owners value on their subdivided lots, development rights could be sold to another property owner or and/or transferred to other property.
- Sending sites have been identified by Provo Engineering.
- This code will give the authority and define the process to protect the health, safety, and welfare of current and future residents, while also preserving hillside open space through a TDR program.

Staff Recommendation: That the Planning Commission recommend approval of the proposed ordinance to the City Council.

OVERVIEW

Development Services and Engineering departments are proposing that a new Transfer of Development Rights (TDR) Overlay Zone be adopted so that it may be applied to specific lots with geological risks or other natural hazards. The purpose of the overlay is to discourage development in hazardous areas and allow property owners to retain value in lots that have been found to have inherent risks on or near their properties.

The zone language was written by planning staff in conjunction with engineering staff to incorporate specific lots on the east bench of Provo, which were originally platted back in the 1970s when there was significantly less review for geological conditions. These lots have been found to be in danger associated with debris flow, landslide, rockfall, and/or fault rupture through zone area studies. It is in the interest of Provo, and future homeowners, to discourage building homes on the identified lots and allow the property owners to sell or transfer their right to develop to a safer property.

The provisions of the proposed ordinance are somewhat self-explanatory, but in summary provide the framework to preserve the identified hazardous lots as open space and allow the same or greater number of housing units to be built in other areas of the city.

Adoption of this overlay is the first step to protecting these properties from development. If approved, staff would return with a zone map amendment to apply the TDR-S (sending site) to the identified lots. It would be up to private property owners to request a TDR-R (receiving site) overlay when in talks with an owner of a TDR-S lot to purchase their development rights.

STAFF ANALYSIS

Staff believe that this proposal will help to meet the goals of the city and the objectives listed in the General Plan; and provide a good solution for property owners that own a problematic lot. To illustrate this, staff have reviewed the proposed overlay zone against the standards for code amendments in Section 14.02.020, Provo City Code, as follows: (staff responses in bold)

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

(a) Public purpose for the amendment in question.

Staff response: The public purpose for the amendment is to protect the general health, safety and welfare of the public by discouraging development of lots in hazardous areas.

(b) Confirmation that the public purpose is best served by the amendment in question.

Staff response: Staff believe that this amendment is the most fair and reasonable way to discourage development of residences in areas with known hazards, while still allowing the property owners to have value in their land.

(c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

Staff response: This proposal is compatible with, and directly addresses, the following goals:

- **General Plan Chapter 3, goal 2a “encourage development in areas that are less prone to natural hazards”.**
- **General Plan Chapter 7, goal 5 “continue to plan and work to mitigate the impacts of emergencies and hazards”.**
- **General Plan Chapter 8, goal 2a “create a strategic plan that includes tools and funding opportunities in order to conserve, connect, and protect vulnerable lands and open space”.**
- **Hillside and Canyons Plan goal 3b “limit development in environmentally sensitive areas”.**

(d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated.

Staff response: There are no timing and sequencing issues related to this request.

(e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies.

Staff response: Staff believes that this proposal would not hinder or obstruct General Plan policies.

(f) Adverse impacts on adjacent landowners.

Staff response:

(g) Verification of correctness in the original zoning or General Plan for the area in question.

Staff response: Does not apply.

(h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Staff response: Does not apply.

CONCLUSIONS

Staff have taken this proposed amendment through the Coordinator Review Committee (CRC) and worked closely with Provo Engineering to ensure best practices are followed. This report should show that the TDR Overlay Zone is not only a good idea for Provo but is critical to protect our citizens.

ATTACHMENTS

1. Proposed Language
2. Rockfall Hazard Map
3. Debris Flow Hazard Map
4. Landslide Hazard Map
5. Fault Line Hazard Map

ATTACHMENT 1 – PROPOSED LANGUAGE

CHAPTER 14.33B TDR – TRANSFERABLE DEVELOPMENT RIGHTS OVERLAY ZONE

14.33B.010	Purpose and Objectives
14.33B.020	Definitions
14.33B.030	Use in Combination
14.33B.040	Permitted Uses
14.33B.050	Development Standards
14.33B.060	Provision of Facilities
14.33B.070	Establishment of Sending and Receiving Areas
14.33B.080	Application Requirements
14.33B.090	Sending Site Requirements
14.33B.100	Receiving Site Requirements
14.33B.110	Development Approval Process
14.33B.120	Conservation Easement Required
14.33B.130	Development Credit Determination

14.33B.010 Purposes and Objectives.

The purposes of this TDR overlay zone are to:

1. Protect the general health, safety, and welfare of current and future residents;
2. Preserve open space, scenic views, and natural features on hillside areas;
3. Discourage development in sensitive and natural hazard areas;
4. Allow property owners of sensitive lands development rights in other areas of the city, and;
5. Provide a method whereby development rights may be transferred from sending sites to receiving sites to meet the above purposes.

14.33B.020 Definitions.

For the purposes of this Chapter, the following words and terms shall be defined, as follows:

“Base Zone Density” means the maximum number of dwelling units permitted by the zoning classification of a sending or receiving site and not including any density increase from the overlay zone.

“Development Rights” means the potential for the improvement of a legally established parcel of land, measured in dwelling units, existing as a result of the underlying zone of the parcel.

“Receiving Area” means a geographic area designated by the Provo City Zoning Map within which one or more receiving sites may be located.

“Receiving Site” means a legally created parcel of land which has been zoned TDR-R and to which development rights are transferred in accordance with the requirements of this chapter.

“Sending Area” means a geographic area designated by the Provo City Zoning Map within which one or more sending sites may be located.

“Sending Site” means a legally created parcel of land which has been zoned TDR-S and from which development rights are transferred in accordance with the requirements of this chapter.

“Transfer of Development Rights” means the conveyance of one or more development rights by deed, easement, or other legal instrument to another parcel of land in accordance with the requirements of this chapter.

14.33B.030 Use in Combination.

The TDR Zone shall overlay and be used in combination with existing conventional zones. If there is a conflict between the provisions of this Chapter and the requirements of Title 14 or 15, Provo City Code, the requirements of this Chapter shall take precedence. Property to which the TDR Zone has been applied shall be developed only in conformance with the applicable, approved project plan, subdivision, or other approved development plans. Written references to a zone that is overlain by the TDR Zone shall include the underlying zone along with the acronym of the overlay zone, e.g., R1.10TDR-R or R1.10TDR-S.

14.33B.040 Permitted Uses.

Uses permitted in the TDR Zone shall be limited to those listed as permitted uses by the provisions of the underlying zone with which the TDR Zone has been combined.

14.33B.050 Development Standards.

Development in the TDR Zone shall conform to the development standards required by the provisions of the underlying zone with which the TDR Zone is combined, except in cases where a density bonus has been granted.

14.33B.060 Provision of Facilities.

The requirements of the Adequate Public Facilities section of Chapter 15.03, Provo City Code, shall be met.

14.33B.070 Establishment of Sending and Receiving Areas.

- (1) The City Council may establish sending and receiving areas as TDR Zoning within the official zoning map in accordance with Section 14.02.020, Provo City Code. The designation "TDR-S" shall be the prefix for the overlay zone for sending sites, the designation "TDR-R" shall be the prefix for the overlay zone for receiving sites.
- (2) Sending areas shall be limited to property that has been found to have natural hazards within or adjacent to property boundaries, verified by the City Engineer.
- (3) Receiving areas shall be limited to vacant properties in the RA, R1, VLDR, or LDR zones.
- (4) The City Council may authorize the use of a TDR-R in conjunction with a rezone request to a RA, R1, VLDR, or LDR Zone if the request is consistent with the General Plan and this Chapter.

14.33B.080 Application Requirements.

In addition to submittal requirements in Section 14.02.020, Provo City Code, an eligible landowner or authorized representative for a sending site (TDR-S) must provide the following:

- (1) A written description of the physical characteristics of the property that constitutes a hazard;
- (2) A geological study or other evidence of the stated hazard, stamped by a licensed engineer, and;
- (3) A conservation easement document, or
- (4) The property or parcel has been designated by the Provo City Engineer as hazardous.

14.33B.090 Sending Site Requirements.

- (1) Development rights shall be created and transferred only by means of documentation, including a conservation easement, and a TDR-S credit certificate, which meet the requirements of this Chapter.
- (2) In order to be eligible to transfer one or more development rights from a parcel of land, such parcel shall be located within a sending area, designated in Section 14.33B.130 and as shown on the official zoning map.

14.33B.100 Receiving Site Requirements.

- (1) Development rights shall be received only by means of documentation, including a TDR-R credit certificate, and a development plan, which meet the requirements of this Chapter.

(2) In order to transfer one or more development rights to a parcel of land, such parcel shall be located within a receiving area, designated on the official zoning map.

14.33B.110 Development Approval Process.

(1) The following is the Sending Site approval process that must be followed to send development right (TDR-S) credits:

- (a) TDR-S property owners may choose to develop their property as platted and in accordance with city engineering requirements, or they may choose to sell, transfer, or joint venture their development rights.
- (b) TDR-S property owners may request a TDR-S credit certificate from the Provo City Development Services Director. The TDR-S certificate shall list the density or number of units for the TDR-S site.
- (c) A TDR-S credit certificate may only be sold, conveyed, or otherwise transferred by the owner(s) or their legal representative.
- (d) The sale, conveyance, or transfer shall occur upon surrender of the TDR-S credit certificate which authorizes the Development Services Director, or designee, to transfer the development credits to the stated transferee by reissuing the TDR-S credit certificate in the transferee's name, and recording a TDR-S certificate with the County Recorder's Office.
- (e) With each transfer or sale, a Conservation Easement and/or deed restriction shall be recorded covering the entire parcel.
- (f) When all available TDR-S credits on a sending site have been purchased, no uses other than those enumerated in the Conservation Easement are allowed. Responsibility for any required maintenance or abatement remains with the fee title owner.
- (g) The final transfer of TDR-S credits will be completed upon development approval on a receiving site and the recording of a deed restriction and/or Conservation Easement against the sending site or if the owner of the TDR-S credits chooses to forfeit development rights and records a deed restriction and/or Conservation Easement on the entire sending site.
- (h) TDR-S property owners shall notify any lien or mortgage holders of the sale of the TDR-S credits, and such notification shall be demonstrated by written approval submitted to the City prior to transfer.
- (i) TDR-S property owners shall be responsible for notification to the county tax assessor regarding possible changes in property value.

(2) The following is the Receiving Site approval process that must be followed to receive TDR credits:

- (a) All regulations in Title 14 and 15, Provo City Code, regarding zoning, subdividing, and approval processes are in effect on a receiving site. If any development within the TDR-R Zone requests an increase in density from the base zone density, it must be realized through TDR-S credits.
- (b) Any development requesting a higher density than the base zone density shall be reviewed by the City Council.
- (c) Any development requesting higher density than the base zone density shall bring evidence of TDR-S credits in the form of options to purchase, ownership, or joint ventures at the time of development review and evidence of ownership prior to final approval.
 - i. Areas may develop at the base zone density without purchasing TDR-S credits.
 - ii. Any development approval process using TDR-S credits shall adhere to all other underlying zoning requirements.
- (d) A request to utilize development rights on a receiving site shall be in the form of a preliminary subdivision application or a concept plan application in accordance with Provo City Code.
- (e) The Planning Commission shall approve a request to utilize development rights on a receiving site if the request:
 - i. Does not exceed the density limitations permitted in the underlying zone, unless density is provided with evidence of TDR-S credits;
 - ii. Is in accordance with the provisions of this chapter;
 - iii. Is in accordance with the subdivision and site plan regulations;
 - iv. Is consistent with other policies and goals of the General Plan; and
 - v. Achieves a compatible development with surrounding uses.
- (f) A certificate of receiving credits shall be issued to the property owner upon final approval by the Development Services Director indicating the total number of development rights which may be transferred to the property in accordance with this Chapter.

14.33B.120 Conservation Easement Required

This section shall apply only to properties where the development rights have been transferred from the property, but the ownership of the property remains private.

- (1) A conservation easement shall be established on each sending site from which development rights are transferred.
- (2) If only a portion of the development rights attached to a sending site are transferred, the area of the easement shall be the same as the total area of all the lots which could be otherwise established on the site but for the transfer of development rights.
- (3) The conservation easement required by this chapter shall be in a recordable form approved by Development Services and shall meet the requirements of section 57-18-1 et. seq., of the Utah Code. The conservation easement shall also include the following terms:
 - (a) The holder of the easement shall be Provo City, another government entity, or a charitable organization which:
 - (i) Qualifies as being tax exempt under section 501(c)(3) of the Internal Revenue Code; and
 - (ii) Is organized in whole or in part for the purpose of accepting and managing conservation easements.
 - (b) The easement shall require that the easement area shall be maintained as it exists when the easement is created, including natural areas, wildlife preserves, trails, or other identified environmental or open land resources.
 - (c) The easement shall include a reference to the extinguishment of the development rights transferred from the sending site. If additional rights are transferred after the recordation of a conservation easement, the easement shall be amended to reflect the extinguishment of those additional rights and shall be recorded thereafter.
 - (d) All parties who have a declared interest in the property, recorded at Utah County, must consent to the granting of a conservation easement.
- (4) If the holder of a conservation easement proposes to transfer the easement to another entity, the recipient of any transferred interest shall meet the requirements of this section.
- (5) Any instrument purporting to convey a conservation easement pursuant to this section, but that the City has not indicated its approval on the instrument is void and shall not be recorded or accepted by the City Recorder for recording at the County Recorder's Office.

14.33B.130 Development Credit Determination

(1) The total number of development credits available to a sending site shall be determined as follows and as shown on the official zone map of Provo City and in the maps below:

(a) *Extreme Risk*. For every one (1) lot within a TDR-S overlay zone shown as an extreme risk site for development a total of three (3) development credits shall be available, as defined in this Chapter.

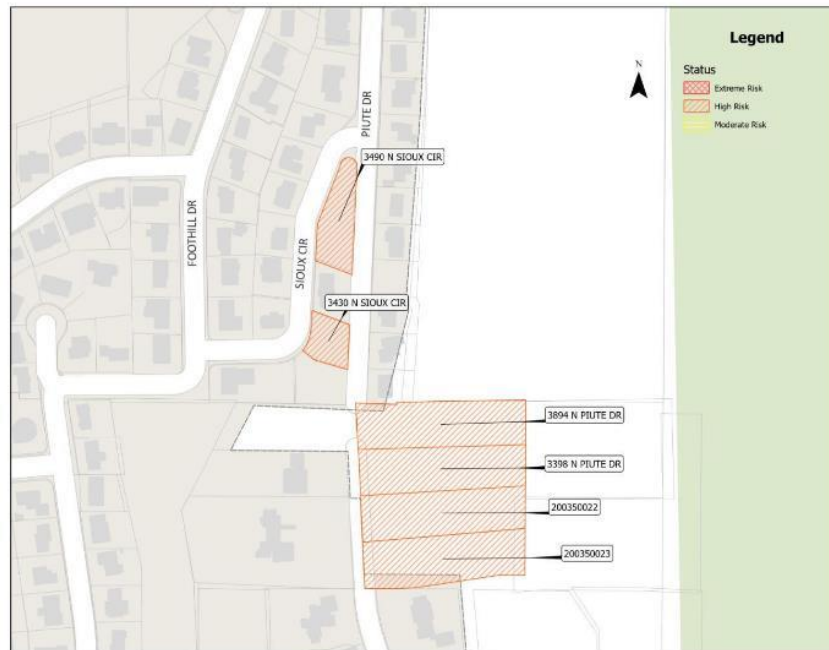
(i) Extreme risk lots shall be indicated by a red overlay on the official zone map.

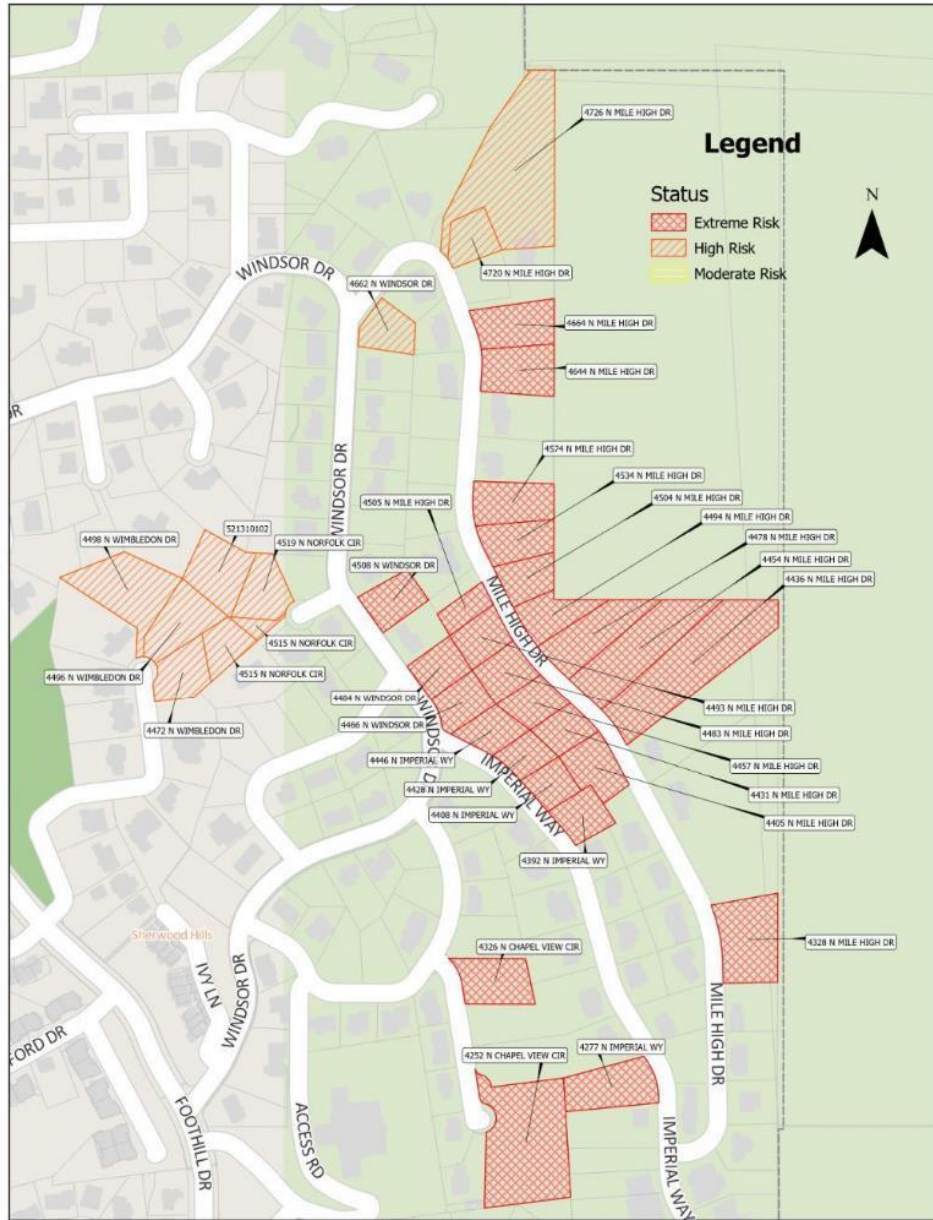
(b) *High Risk*. For every one (1) lot within a TDR-S overlay zone shown as a high risk site for development a total of two (2) development credits shall be available, as defined in this Chapter.

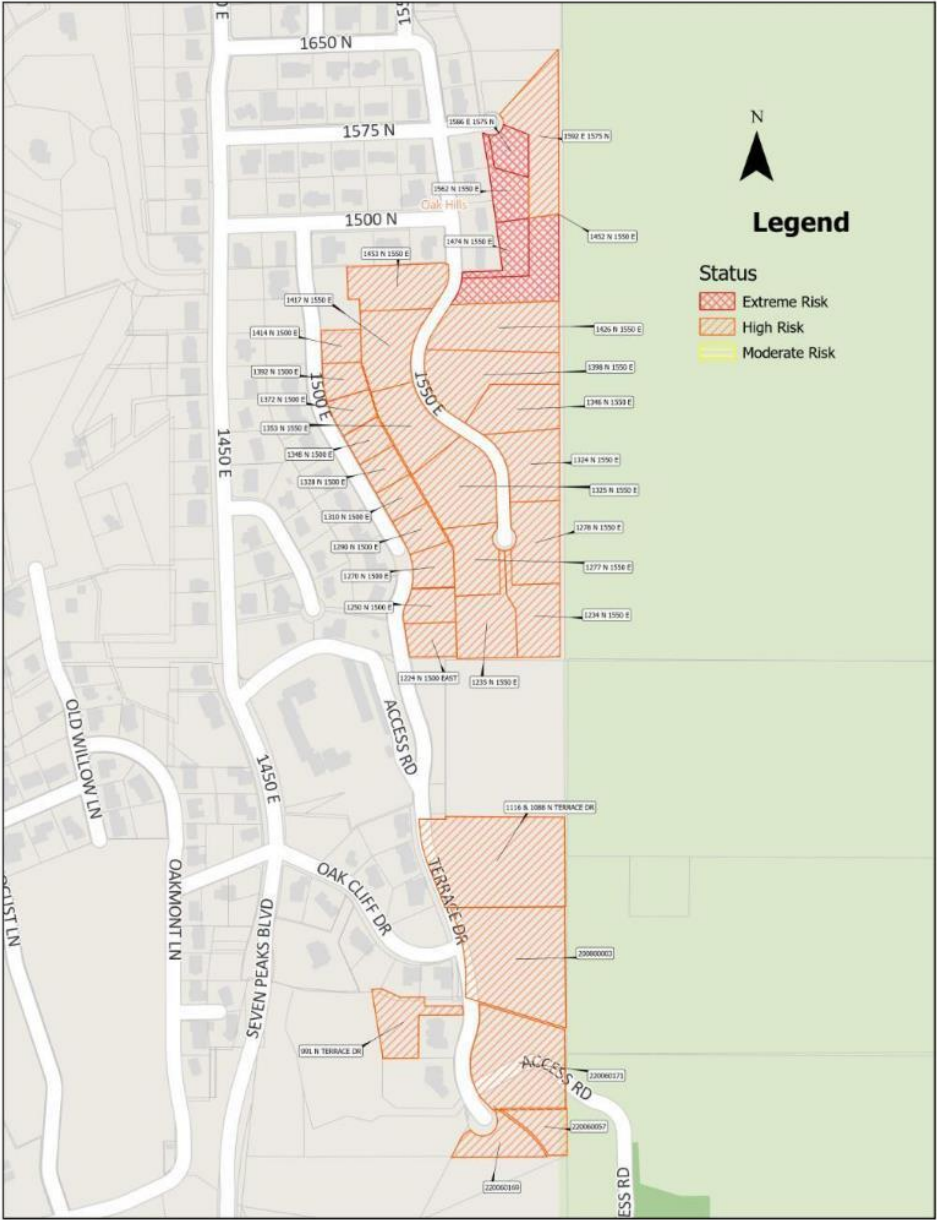
(i) High risk lots shall be indicated by an orange overlay on the official zone map.

(c) *Moderate Risk*. For every one (1) lot within a TDR-S overlay zone shown as a moderate risk site for development a total of one and a half (1.5) development credits shall be available, as defined in this Chapter.

(i) Moderate risk lots shall be indicated by a yellow overlay on the official zone map.



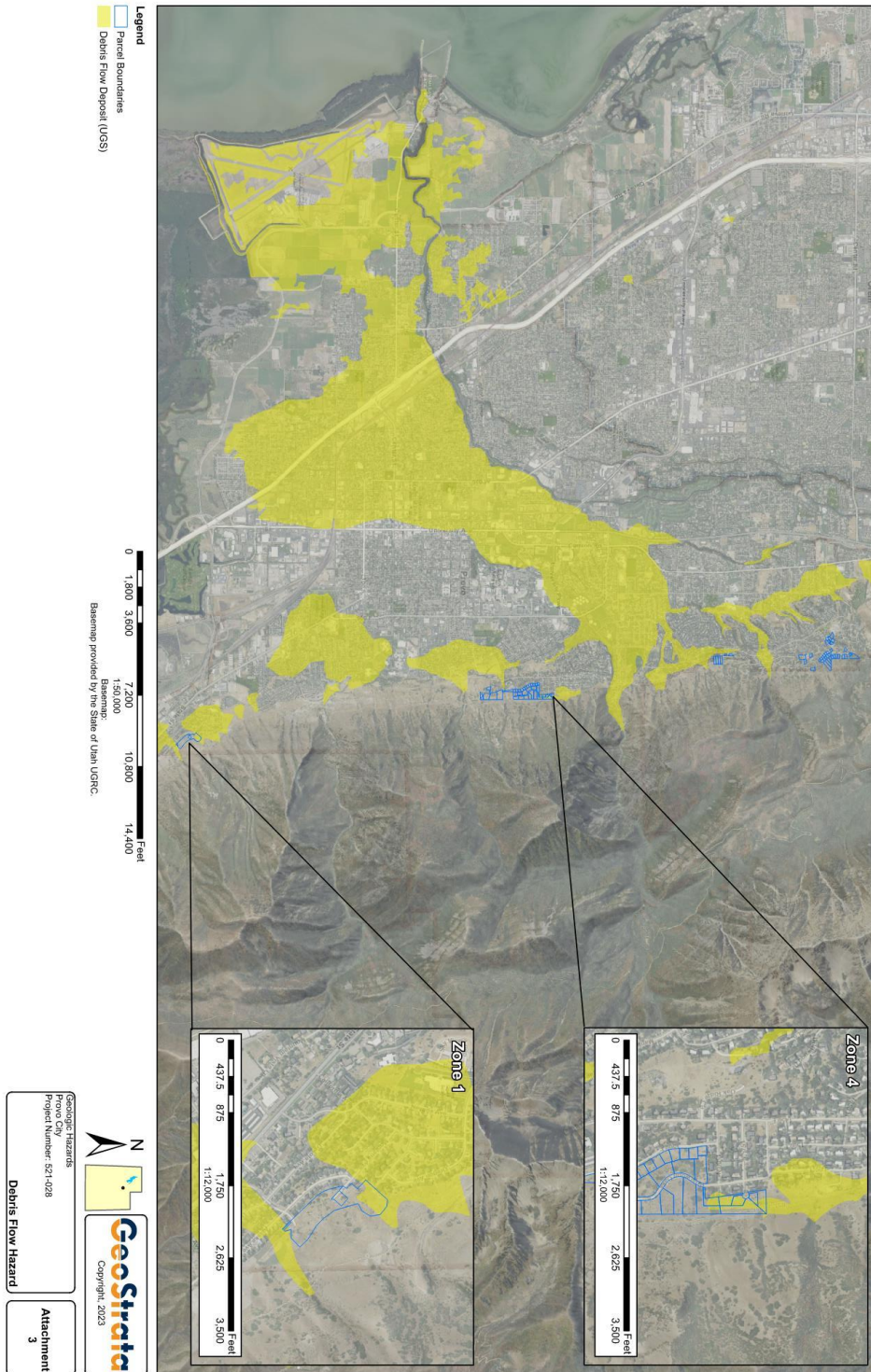




ATTACHMENT 2 – ROCKFALL HAZARD MAP



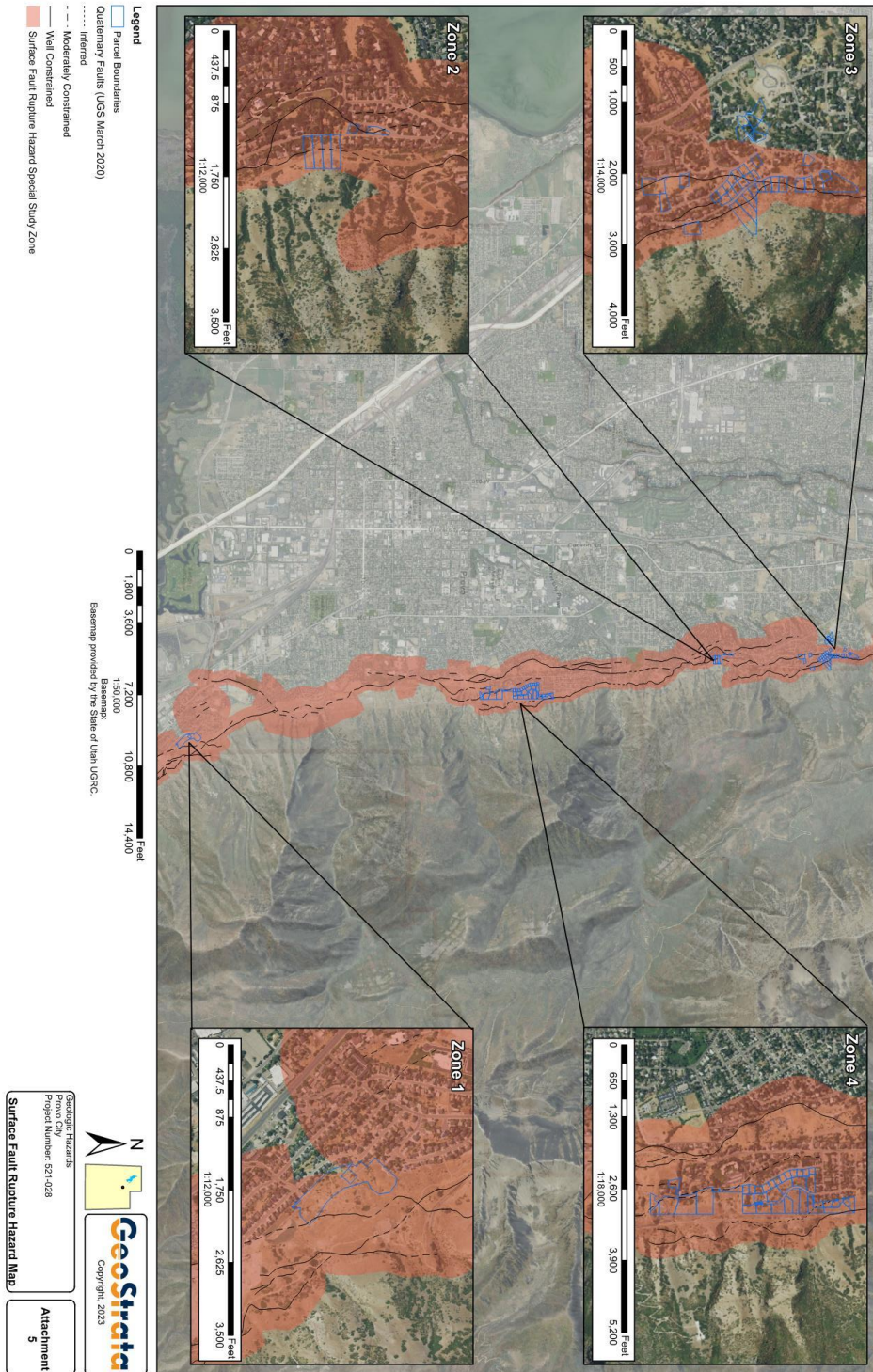
ATTACHMENT 3 – DEBRIS FLOW HAZARDS MAP



ATTACHMENT 4 – LANDSLIDE HAZARD MAP



ATTACHMENT 5 – FAULT LINE HAZARD MAP



Provo City Planning Commission

Report of Action

January 31, 2024

*ITEM 3 Development Services requests approval of an Ordinance Text Amendment for the adoption of a Transferable Development Rights (TDR) Overlay Zone. Citywide Application. Aaron Ardmore (801) 852-6404 aardmore@provo.org PLOTA20230219

The following action was taken by the Planning Commission on the above described item at its regular meeting of January 31, 2024:

RECOMMENDED APPROVAL

On a vote of 8:0, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Robert Knudsen

Second By: Daniel Gonzales

Votes in Favor of Motion: Robert Knudsen, Daniel Gonzales, Jonathon Hill, Raleen Wahlin, Lisa Jensen, Andrew South, Barbara DeSoto, Melissa Kendall

Daniel Gonzales was present as Chair.

- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

TEXT AMENDMENT

The text of the proposed amendment is attached as Exhibit A.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on 01/31/2024.
- The Neighborhood District Chair determined that a neighborhood meeting would not be required.
- No information was received from the Neighborhood District Chair.
- Citywide Application; all Neighborhood District Chairs received notification.

NEIGHBORHOOD AND PUBLIC COMMENT

- This item was Citywide or affected multiple neighborhoods.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following: None.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following: Planning staff responded to questions from the Planning Commission.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- The Planning Commission asked questions about the proposed ordinance, specifically, regarding public input, Council review, and ability to establish TDR-S and TDR-R Zones.
- The suggestion was made to remove Subsection 14.33B.120(2), staff agreed to strike that line.
- The Commission discussed the proposal and thought it would be a good solution that can benefit both parties of the transaction and they are interested in seeing how the receiving areas are implemented.



Planning Commission Chair



Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to Development Services, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

CHAPTER 14.33B TDR – TRANSFERABLE DEVELOPMENT RIGHTS OVERLAY ZONE

- 14.33B.010 Purpose and Objectives
- 14.33B.020 Definitions
- 14.33B.030 Use in Combination
- 14.33B.040 Permitted Uses
- 14.33B.050 Development Standards
- 14.33B.060 Provision of Facilities
- 14.33B.070 Establishment of Sending and Receiving Areas
- 14.33B.080 Application Requirements
- 14.33B.090 Sending Site Requirements
- 14.33B.100 Receiving Site Requirements
- 14.33B.110 Development Approval Process
- 14.33B.120 Conservation Easement Required
- 14.33B.130 Development Credit Determination

14.33B.010 Purposes and Objectives.

The purposes of this TDR overlay zone are to:

1. Protect the general health, safety, and welfare of current and future residents;
2. Preserve open space, scenic views, and natural features on hillside areas;
3. Discourage development in sensitive and natural hazard areas;
4. Allow property owners of sensitive lands development rights in other areas of the city, and;
5. Provide a method whereby development rights may be transferred from sending sites to receiving sites to meet the above purposes.

14.33B.020 Definitions.

For the purposes of this Chapter, the following words and terms shall be defined, as follows:

“Base Zone Density” means the maximum number of dwelling units permitted by the zoning classification of a sending or receiving site and not including any density increase from the overlay zone.

“Development Rights” means the potential for the improvement of a legally established parcel of land, measured in dwelling units, existing as a result of the underlying zone of the parcel.

“Receiving Area” means a geographic area designated by the Provo City Zoning Map within which one or more receiving sites may be located.

“Receiving Site” means a legally created parcel of land which has been zoned TDR-R and to which development rights are transferred in accordance with the requirements of this chapter.

“Sending Area” means a geographic area designated by the Provo City Zoning Map within which one or more sending sites may be located.

“Sending Site” means a legally created parcel of land which has been zoned TDR-S and from which development rights are transferred in accordance with the requirements of this chapter.

“Transfer of Development Rights” means the conveyance of one or more development rights by deed, easement, or other legal instrument to another parcel of land in accordance with the requirements of this chapter.

14.33B.030 Use in Combination.

The TDR Zone shall overlay and be used in combination with existing conventional zones. If there is a conflict between the provisions of this Chapter and the requirements of Title 14 or 15, Provo City Code, the requirements of this Chapter shall take precedence. Property to which the TDR Zone has been applied shall be developed only in conformance with the applicable, approved project plan, subdivision, or other approved development plans. Written references to a zone that is overlain by the TDR Zone shall include the underlying zone along with the acronym of the overlay zone, e.g., R1.10TDR-R or R1.10TDR-S.

14.33B.040 Permitted Uses.

Uses permitted in the TDR Zone shall be limited to those listed as permitted uses by the provisions of the underlying zone with which the TDR Zone has been combined.

14.33B.050 Development Standards.

Development in the TDR Zone shall conform to the development standards required by the provisions of the underlying zone with which the TDR Zone is combined, except in cases where a density bonus has been granted.

14.33B.060 Provision of Facilities.

The requirements of the Adequate Public Facilities section of Chapter 15.03, Provo City Code, shall be met.

14.33B.070 Establishment of Sending and Receiving Areas.

(1) The City Council may establish sending and receiving areas as TDR Zoning within the official zoning map in accordance with Section 14.02.020, Provo City Code. The designation “TDR-S” shall be the prefix for the overlay zone for sending sites, the designation “TDR-R” shall be the prefix for the overlay zone for receiving sites.

(2) Sending areas shall be limited to property that has been found to have natural hazards within or adjacent to property boundaries, verified by the City Engineer.

(3) Receiving areas shall be limited to vacant properties in the RA, R1, VLDR, or LDR zones.

(4) The City Council may authorize the use of a TDR-R in conjunction with a rezone request to a RA, R1, VLDR, or LDR Zone if the request is consistent with the General Plan and this Chapter.

14.33B.080 Application Requirements.

In addition to submittal requirements in Section 14.02.020, Provo City Code, an eligible landowner or authorized representative for a sending site (TDR-S) must provide the following:

- (1) A written description of the physical characteristics of the property that constitutes a hazard;
- (2) A geological study or other evidence of the stated hazard, stamped by a licensed engineer, and;
- (3) A conservation easement document, or
- (4) The property or parcel has been designated by the Provo City Engineer as hazardous.

14.33B.090 Sending Site Requirements.

(1) Development rights shall be created and transferred only by means of documentation, including a conservation easement, and a TDR-S credit certificate, which meet the requirements of this Chapter.

(2) In order to be eligible to transfer one or more development rights from a parcel of land, such parcel shall be located within a sending area, designated in Section 14.33B.130 and as shown on the official zoning map.

14.33B.100 Receiving Site Requirements.

(1) Development rights shall be received only by means of documentation, including a TDR-R credit certificate, and a development plan, which meet the requirements of this Chapter.

(2) In order to transfer one or more development rights to a parcel of land, such parcel shall be located within a receiving area, designated on the official zoning map.

14.33B.110 Development Approval Process.

(1) The following is the Sending Site approval process that must be followed to send development right (TDR-S) credits:

- (a) TDR-S property owners may choose to develop their property as platted and in accordance with city engineering requirements, or they may choose to sell, transfer, or joint venture their development rights.
- (b) TDR-S property owners may request a TDR-S credit certificate from the Provo City Development Services Director. The TDR-S certificate shall list the density or number of units for the TDR-S site.
- (c) A TDR-S credit certificate may only be sold, conveyed, or otherwise transferred by the owner(s) or their legal representative.

- (d) The sale, conveyance, or transfer shall occur upon surrender of the TDR-S credit certificate which authorizes the Development Services Director, or designee, to transfer the development credits to the stated transferee by reissuing the TDR-S credit certificate in the transferee's name, and recording a TDR-S certificate with the County Recorder's Office.
- (e) With each transfer or sale, a Conservation Easement and/or deed restriction shall be recorded covering the entire parcel.
- (f) When all available TDR-S credits on a sending site have been purchased, no uses other than those enumerated in the Conservation Easement are allowed. Responsibility for any required maintenance or abatement remains with the fee title owner.
- (g) The final transfer of TDR-S credits will be completed upon development approval on a receiving site and the recording of a deed restriction and/or Conservation Easement against the sending site or if the owner of the TDR-S credits chooses to forfeit development rights and records a deed restriction and/or Conservation Easement on the entire sending site.
- (h) TDR-S property owners shall notify any lien or mortgage holders of the sale of the TDR-S credits, and such notification shall be demonstrated by written approval submitted to the City prior to transfer.
- (i) TDR-S property owners shall be responsible for notification to the county tax assessor regarding possible changes in property value.

(2) The following is the Receiving Site approval process that must be followed to receive TDR credits:

- (a) All regulations in Title 14 and 15, Provo City Code, regarding zoning, subdividing, and approval processes are in effect on a receiving site. If any development within the TDR-R Zone requests an increase in density from the base zone density, it must be realized through TDR-S credits.
- (b) Any development requesting a higher density than the base zone density shall be reviewed by the City Council.
- (c) Any development requesting higher density than the base zone density shall bring evidence of TDR-S credits in the form of options to purchase, ownership, or joint ventures at the time of development review and evidence of ownership prior to final approval.
 - i. Areas may develop at the base zone density without purchasing TDR-S credits.
 - ii. Any development approval process using TDR-S credits shall adhere to all other underlying zoning requirements.

- (d) A request to utilize development rights on a receiving site shall be in the form of a preliminary subdivision application or a concept plan application in accordance with Provo City Code.
- (e) The Planning Commission shall approve a request to utilize development rights on a receiving site if the request:
 - i. Does not exceed the density limitations permitted in the underlying zone, unless density is provided with evidence of TDR-S credits;
 - ii. Is in accordance with the provisions of this chapter;
 - iii. Is in accordance with the subdivision and site plan regulations;
 - iv. Is consistent with other policies and goals of the General Plan; and
 - v. Achieves a compatible development with surrounding uses.
- (f) A certificate of receiving credits shall be issued to the property owner upon final approval by the Development Services Director indicating the total number of development rights which may be transferred to the property in accordance with this Chapter.

14.33B.120 Conservation Easement Required

This section shall apply only to properties where the development rights have been transferred from the property, but the ownership of the property remains private.

- (1) A conservation easement shall be established on each sending site from which development rights are transferred.
- (2) The conservation easement required by this chapter shall be in a recordable form approved by Development Services and shall meet the requirements of section 57-18-1 et. seq., of the Utah Code. The conservation easement shall also include the following terms:
 - (a) The holder of the easement shall be Provo City, another government entity, or a charitable organization which:
 - (i) Qualifies as being tax exempt under section 501(c)(3) of the Internal Revenue Code; and
 - (ii) Is organized in whole or in part for the purpose of accepting and managing conservation easements.
 - (b) The easement shall require that the easement area shall be maintained as it exists when the easement is created, including natural areas, wildlife preserves, trails, or other identified environmental or open land resources.
 - (c) The easement shall include a reference to the extinguishment of the development rights transferred from the sending site. If additional rights are transferred after the recordation of a conservation easement, the easement shall be amended to reflect the extinguishment of those additional rights and shall be recorded thereafter.

(d) All parties who have a declared interest in the property, recorded at Utah County, must consent to the granting of a conservation easement.

(3) If the holder of a conservation easement proposes to transfer the easement to another entity, the recipient of any transferred interest shall meet the requirements of this section.

(4) Any instrument purporting to convey a conservation easement pursuant to this section, but that the City has not indicated its approval on the instrument is void and shall not be recorded or accepted by the City Recorder for recording at the County Recorder's Office.

14.33B.130 Development Credit Determination

(1) The total number of development credits available to a sending site shall be determined as follows and as shown on the official zone map of Provo City and in the maps below:

(a) *Extreme Risk.* For every one (1) lot within a TDR-S overlay zone shown as an extreme risk site for development a total of three (3) development credits shall be available, as defined in this Chapter.

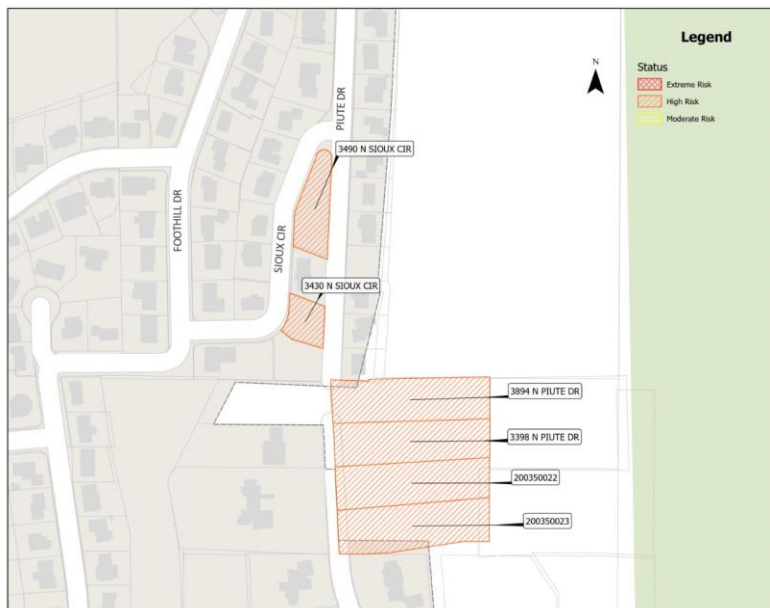
(i) Extreme risk lots shall be indicated by a red overlay on the official zone map.

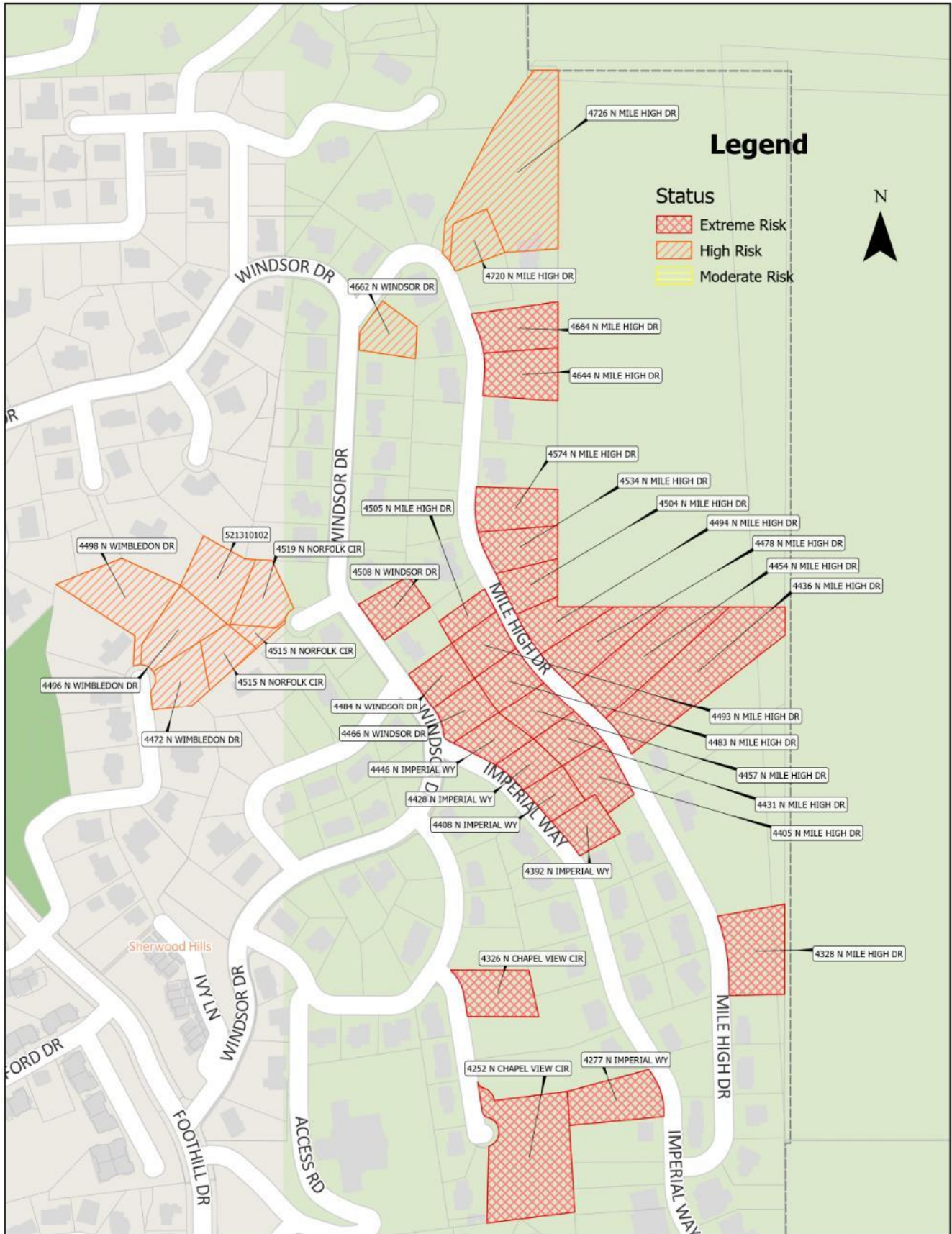
(b) *High Risk.* For every one (1) lot within a TDR-S overlay zone shown as a high risk site for development a total of two (2) development credits shall be available, as defined in this Chapter.

(i) High risk lots shall be indicated by an orange overlay on the official zone map.

(c) *Moderate Risk.* For every one (1) lot within a TDR-S overlay zone shown as a moderate risk site for development a total of one and a half (1.5) development credits shall be available, as defined in this Chapter.

(i) Moderate risk lots shall be indicated by a yellow overlay on the official zone map.







WELCOME HOME

City Council

February 20, 2024

Development Services requests approval of an Ordinance Text Amendment for the adoption of a Transferable Development Rights (TDR) Overlay Zone.



Citywide Application

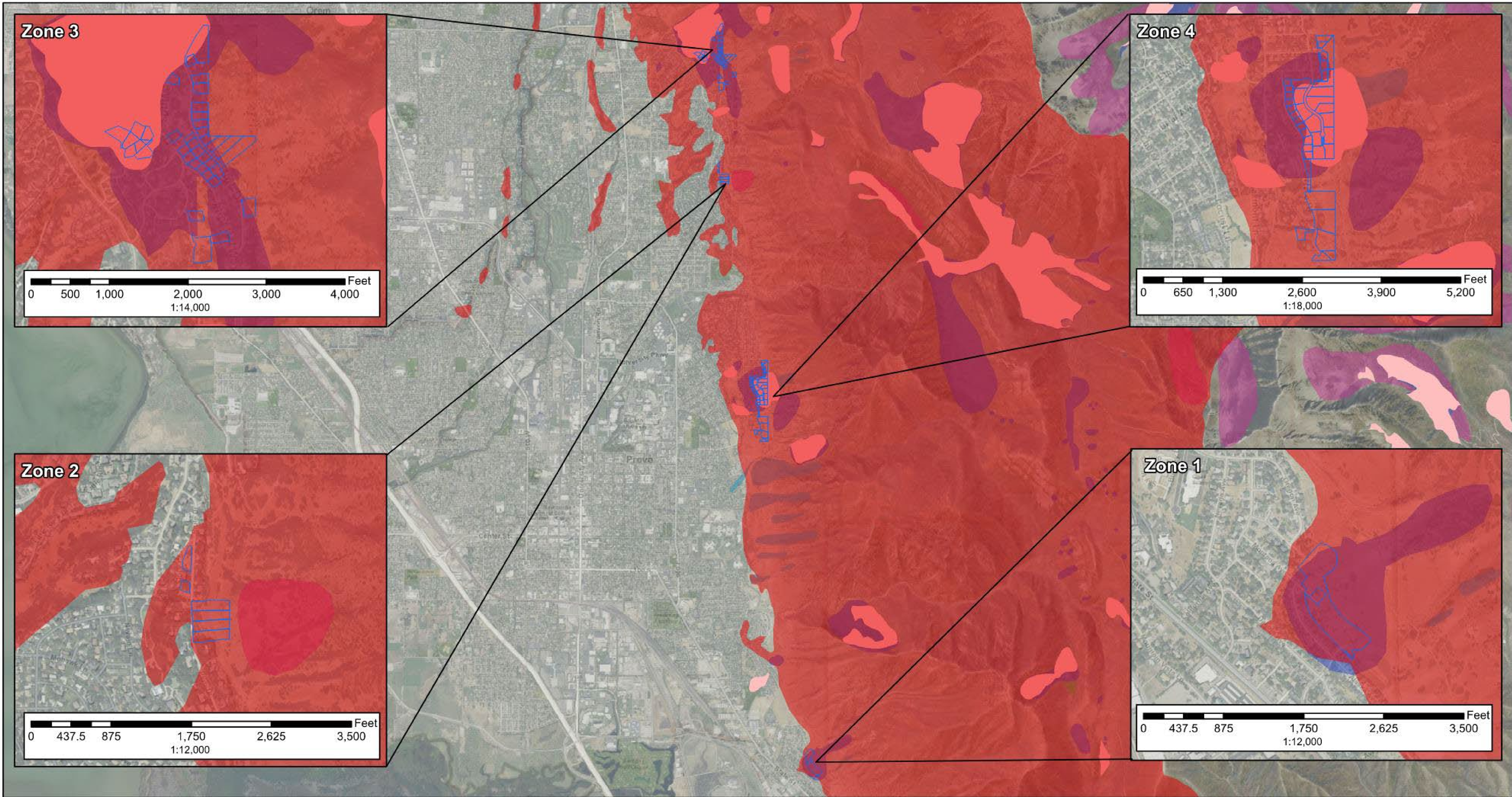
PLOTA20230219

TDR (Transfer of Development Rights)

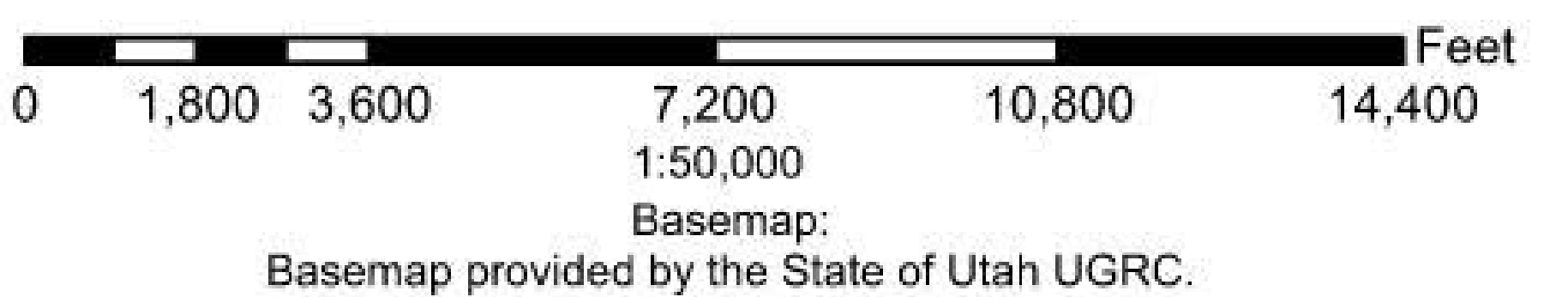
The Problem

- There are a several subdivided lots on the east bench with associated hazards.
- Allowing homes to be built on these lots puts everyone at risk.
- The city does not currently have the tools to restrict building on zoned, subdivided lots.

TDR (Transfer of Development Rights)



- Legend**
- Parcel Boundaries
 - Mapped Landslide & Greater than 30% Slope
 - Landslide Map of Utah (Elliot and Harty 2010)
 - deep or unclassified landslide
 - landslide and/or landslide undifferentiated from talus, colluvial, rock-fall, glacial, and soil-creep deposits
 - landslide undifferentiated from talus and/or colluvial deposits
 - lateral spread and/or flow failure
 - shallow landslide
 - Mapped Landslide (UGS)



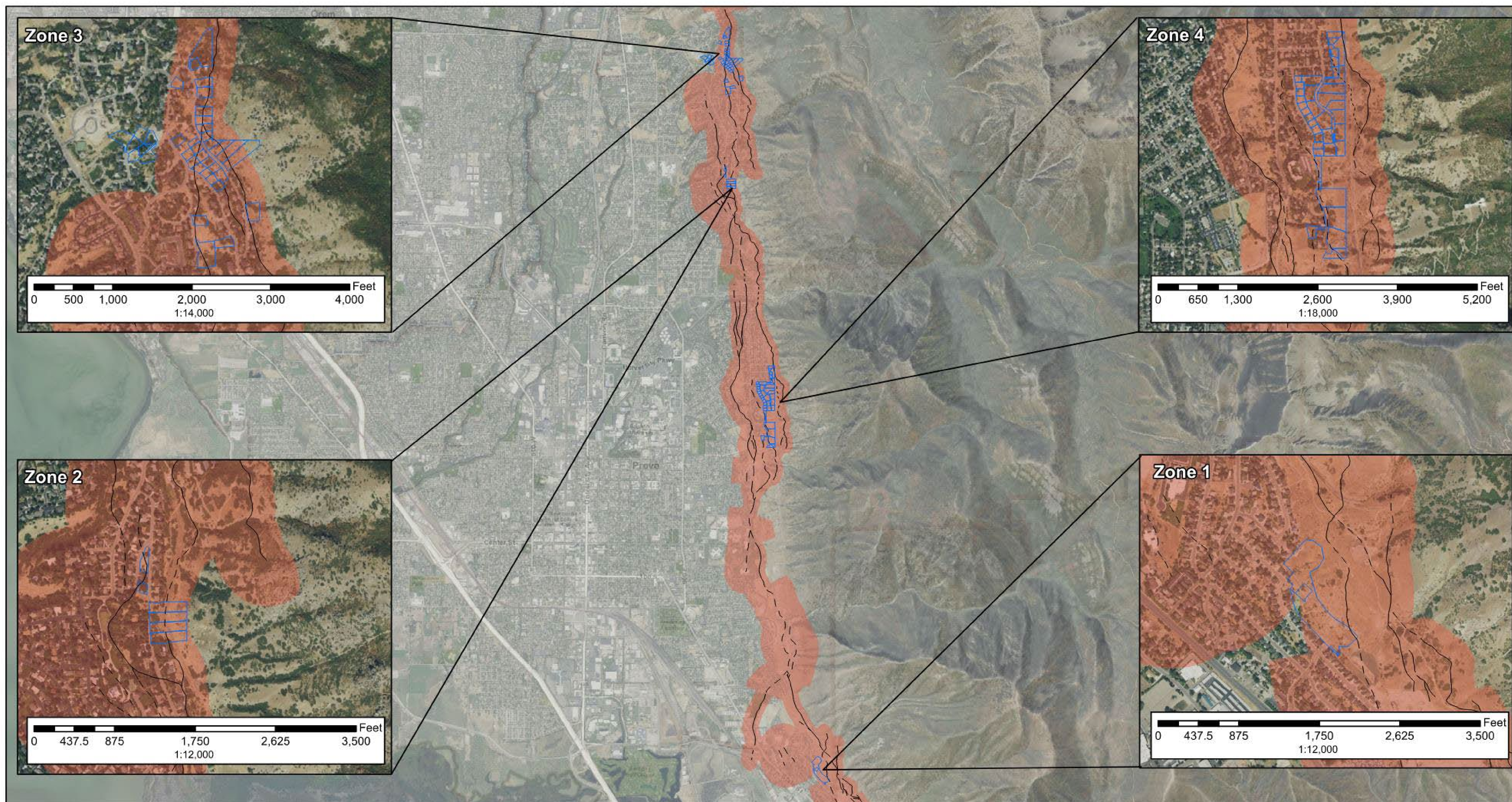
Copyright, 2023

Geologic Hazards
Provo City
Project Number: 521-028

**Attachment
4**

Landslide Hazard

TDR (Transfer of Development Rights)



- Legend**
- Parcel Boundaries
 - Quaternary Faults (UGS March 2020)
 - Inferred
 - Moderately Constrained
 - Well Constrained
 - Surface Fault Rupture Hazard Special Study Zone

0 1,800 3,600 7,200 10,800 14,400 Feet
 1:50,000
 Basemap:
 Basemap provided by the State of Utah UGRC.

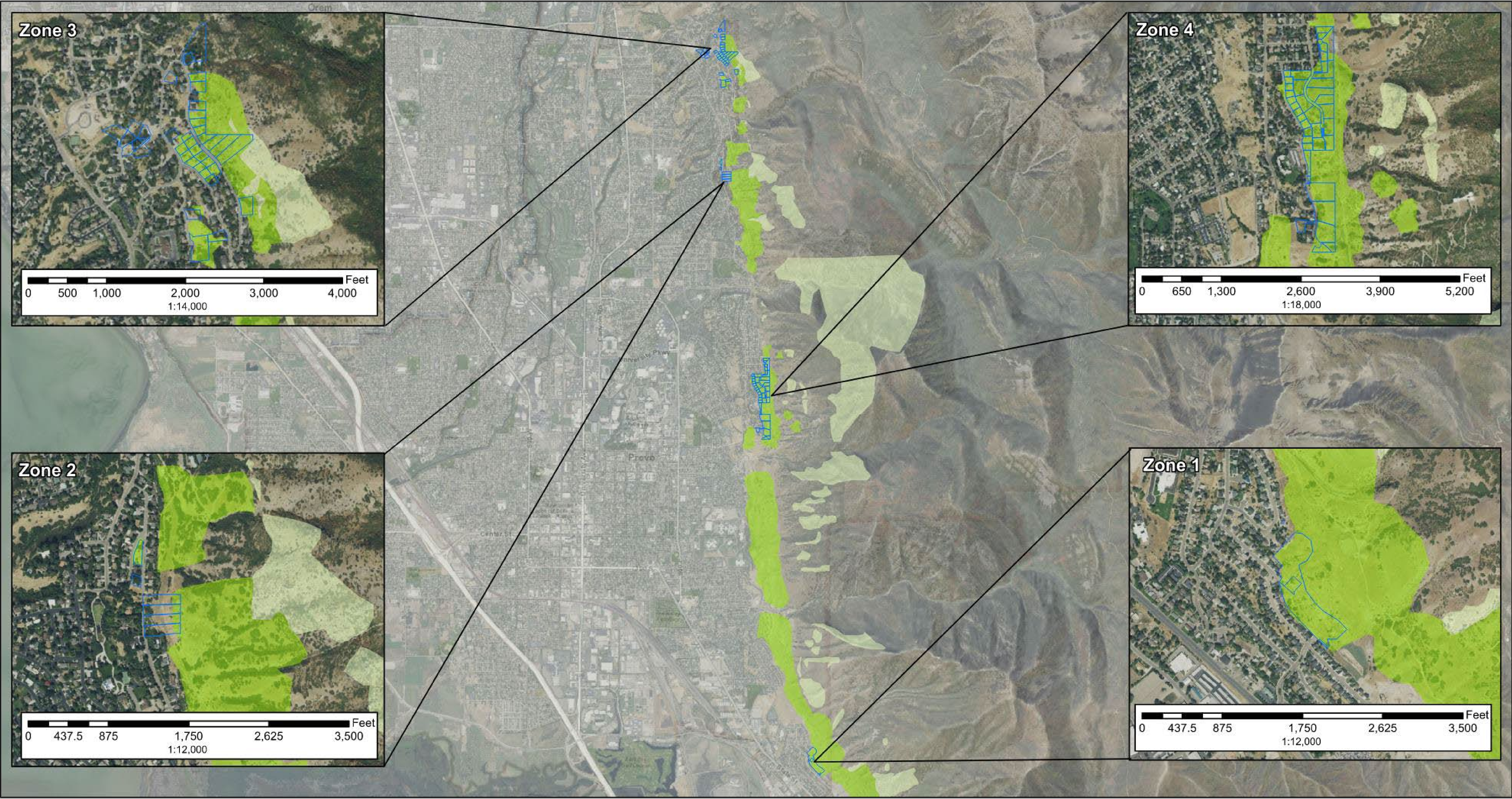
Geologic Hazards
 Provo City
 Project Number: 521-028

Copyright, 2023

Surface Fault Rupture Hazard Map

Attachment 5

TDR (Transfer of Development Rights)



- Legend**
- Parcel Boundaries
 - Boulders
 - Bedrock Outcrop

0 1,800 3,600 7,200 10,800 14,400 Feet
1:50,000
Basemap:
Basemap provided by the State of Utah UGRC.

N

GeoStrata
Copyright, 2023

Geologic Hazards
Provo City
Project Number: 521-028

Attachment 2

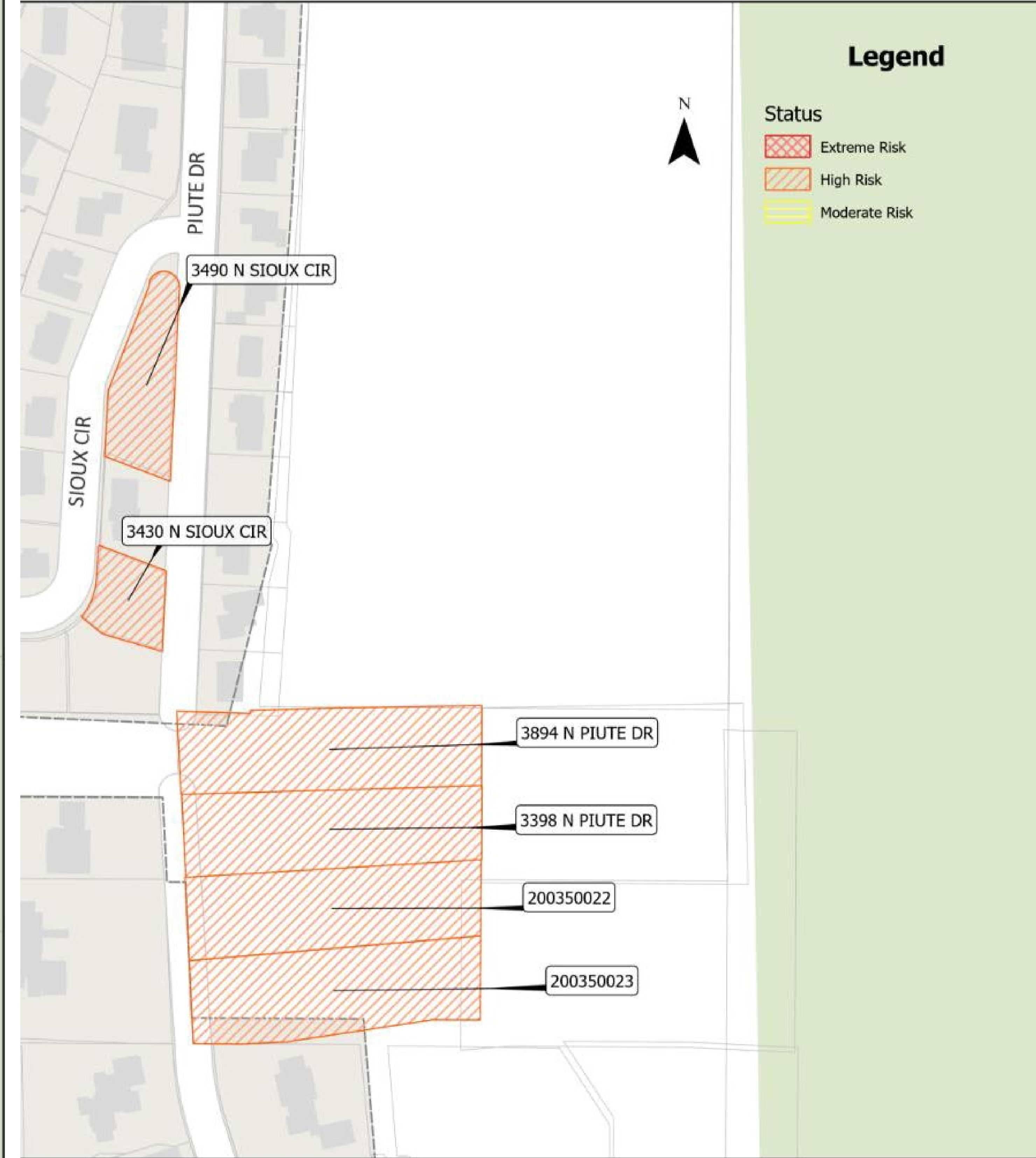
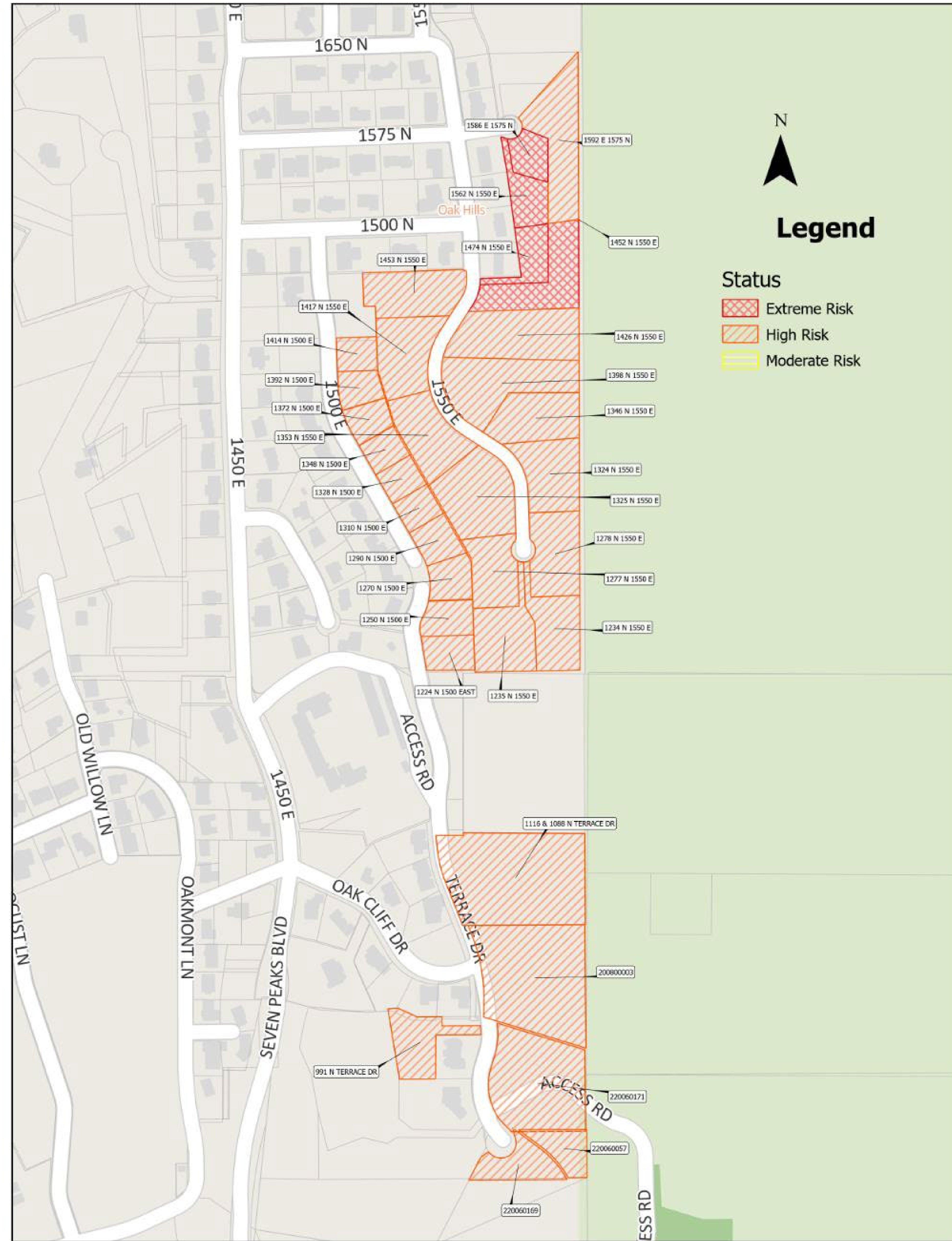
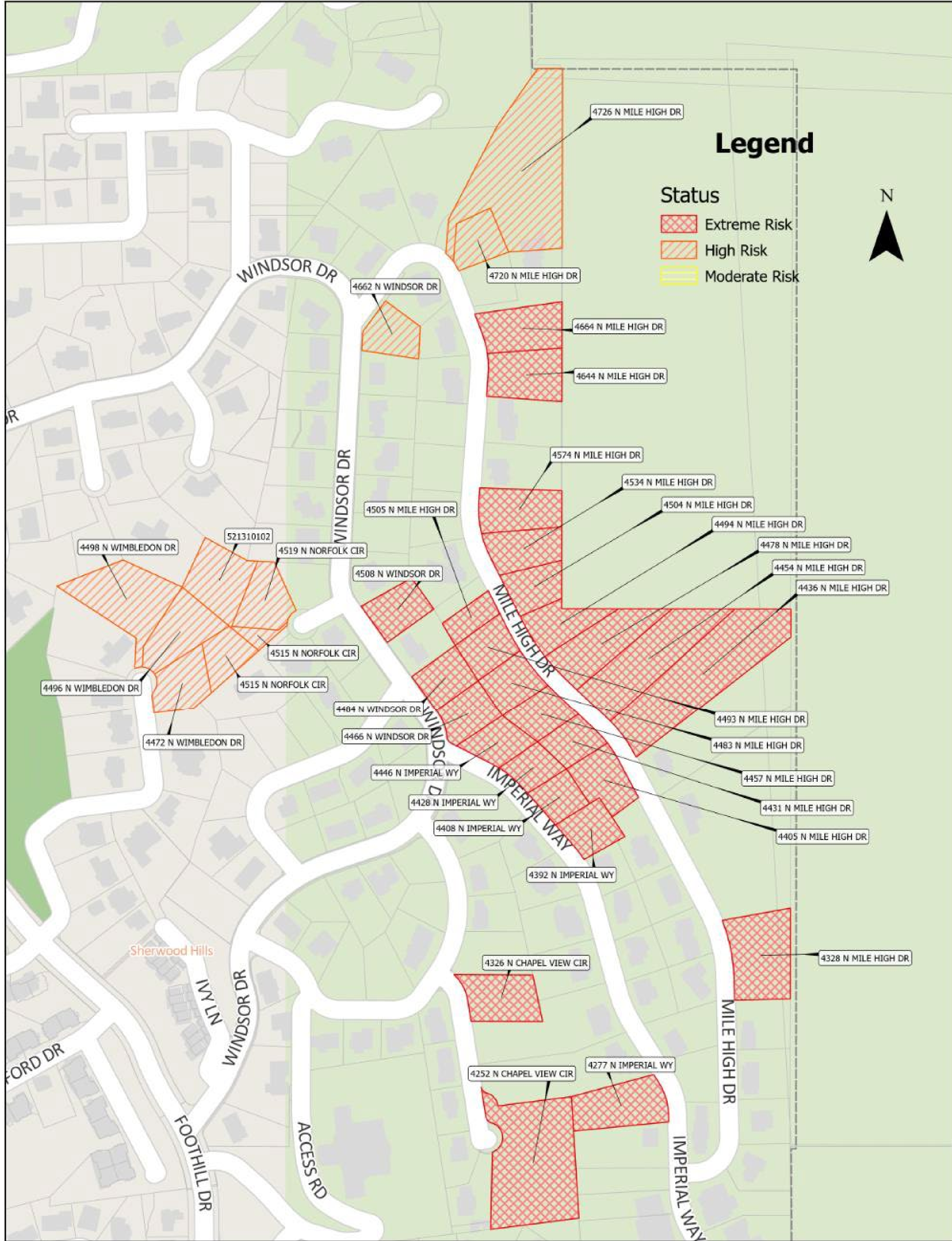
Rockfall Hazard

TDR (Transfer of Development Rights)

The Solution

- Create an ordinance and process to transfer the development rights of these high-risk, vacant lots to buildable areas of the city.
 - This preserves the hillsides, removes potentially dangerous building lots, and allows property owners to retain value for their land.

TDR (Transfer of Development Rights)



TDR (Transfer of Development Rights)

CHAPTER 14.33B TDR – TRANSFERABLE DEVELOPMENT RIGHTS OVERLAY ZONE

14.33B.010	Purpose and Objectives
14.33B.020	Definitions
14.33B.030	Use in Combination
14.33B.040	Permitted Uses
14.33B.050	Development Standards
14.33B.060	Provision of Facilities
14.33B.070	Establishment of Sending and Receiving Areas
14.33B.080	Application Requirements
14.33B.090	Sending Site Requirements
14.33B.100	Receiving Site Requirements
14.33B.110	Development Approval Process
14.33B.120	Conservation Easement Required
14.33B.130	Development Credit Determination

14.33B.010 Purposes and Objectives.

The purposes of this TDR overlay zone are to:

1. Protect the general health, safety, and welfare of current and future residents;
2. Preserve open space, scenic views, and natural features on hillside areas;
3. Discourage development in sensitive and natural hazard areas;
4. Allow property owners of sensitive lands development rights in other areas of the city, and;
5. Provide a method whereby development rights may be transferred from sending sites to receiving sites to meet the above purposes.

14.33B.020 Definitions.

For the purposes of this Chapter, the following words and terms shall be defined, as follows:

“Base Zone Density” means the maximum number of dwelling units permitted by the zoning classification of a sending or receiving site and not including any density increase from the overlay zone.

“Development Rights” means the potential for the improvement of a legally established parcel of land, measured in dwelling units, existing as a result of the underlying zone of the parcel.

“Receiving Area” means a geographic area designated by the Provo City Zoning Map within which one or more receiving sites may be located.

“Receiving Site” means a legally created parcel of land which has been zoned TDR-R and to which development rights are transferred in accordance with the requirements of this chapter.

“Sending Area” means a geographic area designated by the Provo City Zoning Map within which one or more sending sites may be located.

“Sending Site” means a legally created parcel of land which has been zoned TDR-S and from which development rights are transferred in accordance with the requirements of this chapter.

“Transfer of Development Rights” means the conveyance of one or more development rights by deed, easement, or other legal instrument to another parcel of land in accordance with the requirements of this chapter.

14.33B.030 Use in Combination.

The TDR Zone shall overlay and be used in combination with existing conventional zones. If there is a conflict between the provisions of this Chapter and the requirements of Title 14 or 15, Provo City Code, the requirements of this Chapter shall take precedence. Property to which the TDR Zone has been applied shall be developed only in conformance with the applicable, approved project plan, subdivision, or other approved development plans. Written references to a zone that is overlain by the TDR Zone shall include the underlying zone along with the acronym of the overlay zone, e.g., R1.10TDR-R or R1.10TDR-S.

14.33B.040 Permitted Uses.

Uses permitted in the TDR Zone shall be limited to those listed as permitted uses by the provisions of the underlying zone with which the TDR Zone has been combined.

14.33B.050 Development Standards.

Development in the TDR Zone shall conform to the development standards required by the provisions of the underlying zone with which the TDR Zone is combined, except in cases where a density bonus has been granted.

14.33B.060 Provision of Facilities.

The requirements of the Adequate Public Facilities section of Chapter 15.03, Provo City Code, shall be met.

14.33B.070 Establishment of Sending and Receiving Areas.

(1) The City Council may establish sending and receiving areas as TDR Zoning within the official zoning map in accordance with Section 14.02.020, Provo City Code. The designation “TDR-S” shall be the prefix for the overlay zone for sending sites, the designation “TDR-R” shall be the prefix for the overlay zone for receiving sites.

(2) Sending areas shall be limited to property that has been found to have natural hazards within or adjacent to property boundaries, verified by the City Engineer.

(3) Receiving areas shall be limited to vacant properties in the RA, R1, VLDR, or LDR zones.

(4) The City Council may authorize the use of a TDR-R in conjunction with a rezone request to a RA, R1, VLDR, or LDR Zone if the request is consistent with the General Plan and this Chapter.

14.33B.080 Application Requirements.

In addition to submittal requirements in Section 14.02.020, Provo City Code, an eligible landowner or authorized representative for a sending site (TDR-S) must provide the following:

- (1) A written description of the physical characteristics of the property that constitutes a hazard;
- (2) A geological study or other evidence of the stated hazard, stamped by a licensed engineer, and;
- (3) A conservation easement document, or
- (4) The property or parcel has been designated by the Provo City Engineer as hazardous.

14.33B.090 Sending Site Requirements.

(1) Development rights shall be created and transferred only by means of documentation, including a conservation easement, and a TDR-S credit certificate, which meet the requirements of this Chapter.

(2) In order to be eligible to transfer one or more development rights from a parcel of land, such parcel shall be located within a sending area, designated in Section 14.33B.130 and as shown on the official zoning map.

14.33B.100 Receiving Site Requirements.

(1) Development rights shall be received only by means of documentation, including a TDR-R credit certificate, and a development plan, which meet the requirements of this Chapter.

TDR (Transfer of Development Rights)

(2) In order to transfer one or more development rights to a parcel of land, such parcel shall be located within a receiving area, designated on the official zoning map.

14.33B.110 Development Approval Process.

(1) The following is the Sending Site approval process that must be followed to send development right (TDR-S) credits:

- (a) TDR-S property owners may choose to develop their property as platted and in accordance with city engineering requirements, or they may choose to sell, transfer, or joint venture their development rights.
- (b) TDR-S property owners may request a TDR-S credit certificate from the Provo City Development Services Director. The TDR-S certificate shall list the density or number of units for the TDR-S site.
- (c) A TDR-S credit certificate may only be sold, conveyed, or otherwise transferred by the owner(s) or their legal representative.
- (d) The sale, conveyance, or transfer shall occur upon surrender of the TDR-S credit certificate which authorizes the Development Services Director, or designee, to transfer the development credits to the stated transferee by reissuing the TDR-S credit certificate in the transferee's name, and recording a TDR-S certificate with the County Recorder's Office.
- (e) With each transfer or sale, a Conservation Easement and/or deed restriction shall be recorded covering the entire parcel.
- (f) When all available TDR-S credits on a sending site have been purchased, no uses other than those enumerated in the Conservation Easement are allowed. Responsibility for any required maintenance or abatement remains with the fee title owner.
- (g) The final transfer of TDR-S credits will be completed upon development approval on a receiving site and the recording of a deed restriction and/or Conservation Easement against the sending site or if the owner of the TDR-S credits chooses to forfeit development rights and records a deed restriction and/or Conservation Easement on the entire sending site.
- (h) TDR-S property owners shall notify any lien or mortgage holders of the sale of the TDR-S credits, and such notification shall be demonstrated by written approval submitted to the City prior to transfer.
- (i) TDR-S property owners shall be responsible for notification to the county tax assessor regarding possible changes in property value.

(2) The following is the Receiving Site approval process that must be followed to receive TDR credits:

- (a) All regulations in Title 14 and 15, Provo City Code, regarding zoning, subdividing, and approval processes are in effect on a receiving site. If any development within the TDR-R Zone requests an increase in density from the base zone density, it must be realized through TDR-S credits.
- (b) Any development requesting a higher density than the base zone density shall be reviewed by the City Council.
- (c) Any development requesting higher density than the base zone density shall bring evidence of TDR-S credits in the form of options to purchase, ownership, or joint ventures at the time of development review and evidence of ownership prior to final approval.
 - i. Areas may develop at the base zone density without purchasing TDR-S credits.
 - ii. Any development approval process using TDR-S credits shall adhere to all other underlying zoning requirements.
- (d) A request to utilize development rights on a receiving site shall be in the form of a preliminary subdivision application or a concept plan application in accordance with Provo City Code.
- (e) The Planning Commission shall approve a request to utilize development rights on a receiving site if the request:
 - i. Does not exceed the density limitations permitted in the underlying zone, unless density is provided with evidence of TDR-S credits;
 - ii. Is in accordance with the provisions of this chapter;
 - iii. Is in accordance with the subdivision and site plan regulations;
 - iv. Is consistent with other policies and goals of the General Plan; and
 - v. Achieves a compatible development with surrounding uses.
- (f) A certificate of receiving credits shall be issued to the property owner upon final approval by the Development Services Director indicating the total number of development rights which may be transferred to the property in accordance with this Chapter.

14.33B.120 Conservation Easement Required

This section shall apply only to properties where the development rights have been transferred from the property, but the ownership of the property remains private.

(1) A conservation easement shall be established on each sending site from which development rights are transferred.

(2) If only a portion of the development rights attached to a sending site are transferred, the area of the easement shall be the same as the total area of all the lots which could be otherwise established on the site but for the transfer of development rights.

(3) The conservation easement required by this chapter shall be in a recordable form approved by Development Services and shall meet the requirements of section 57-18-1 et. seq., of the Utah Code. The conservation easement shall also include the following terms:

- (a) The holder of the easement shall be Provo City, another government entity, or a charitable organization which:
 - (i) Qualifies as being tax exempt under section 501(c)(3) of the Internal Revenue Code; and
 - (ii) Is organized in whole or in part for the purpose of accepting and managing conservation easements.
- (b) The easement shall require that the easement area shall be maintained as it exists when the easement is created, including natural areas, wildlife preserves, trails, or other identified environmental or open land resources.
- (c) The easement shall include a reference to the extinguishment of the development rights transferred from the sending site. If additional rights are transferred after the recordation of a conservation easement, the easement shall be amended to reflect the extinguishment of those additional rights and shall be recorded thereafter.
- (d) All parties who have a declared interest in the property, recorded at Utah County, must consent to the granting of a conservation easement.

(4) If the holder of a conservation easement proposes to transfer the easement to another entity, the recipient of any transferred interest shall meet the requirements of this section.

(5) Any instrument purporting to convey a conservation easement pursuant to this section, but that the City has not indicated its approval on the instrument is void and shall not be recorded or accepted by the City Recorder for recording at the County Recorder's Office.

14.33B.130 Development Credit Determination

TDR (Transfer of Development Rights)

(1) The total number of development credits available to a sending site shall be determined as follows and as shown on the official zone map of Provo City and in the maps below:

(a) *Extreme Risk*. For every one (1) lot within a TDR-S overlay zone shown as an extreme risk site for development a total of three (3) development credits shall be available, as defined in this Chapter.

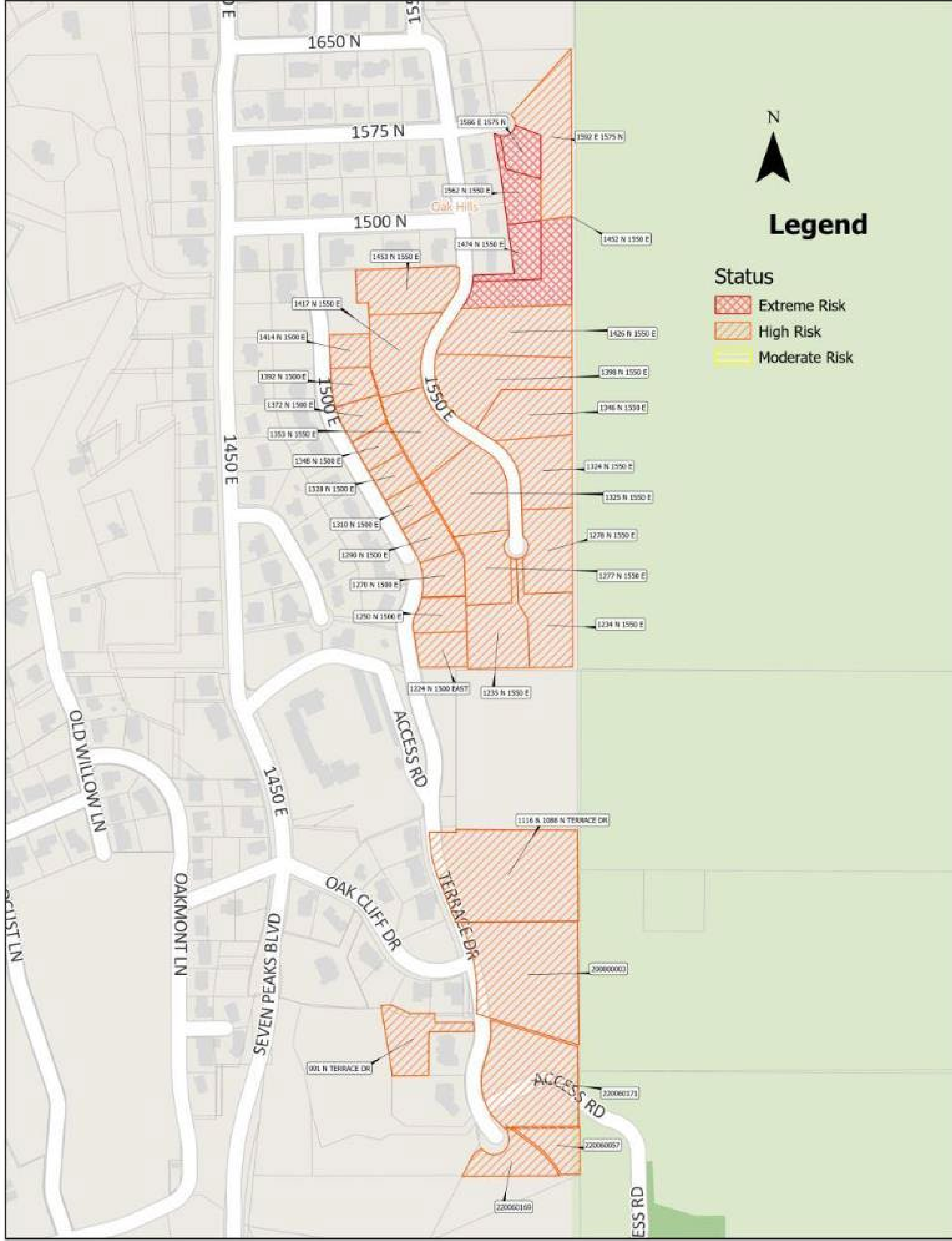
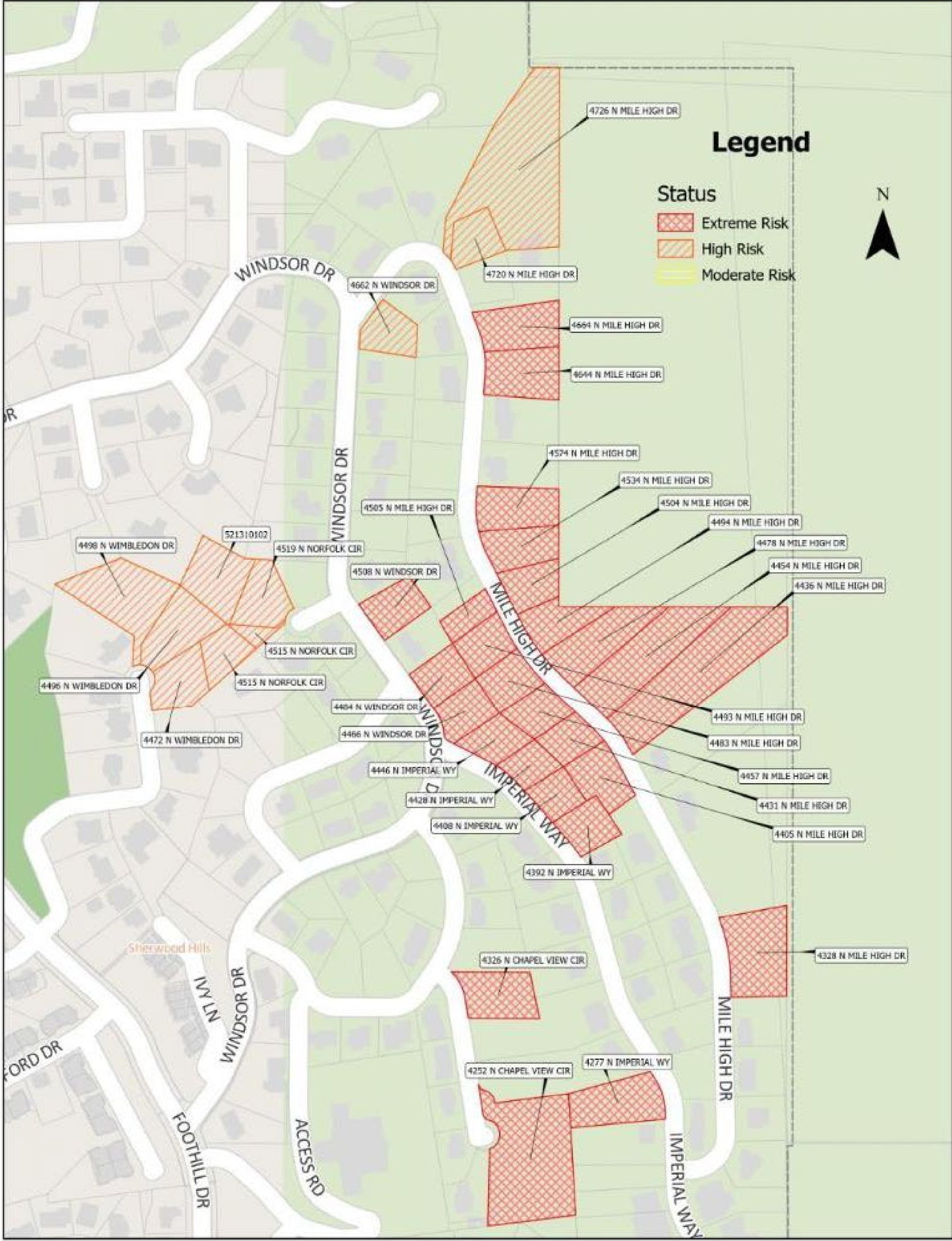
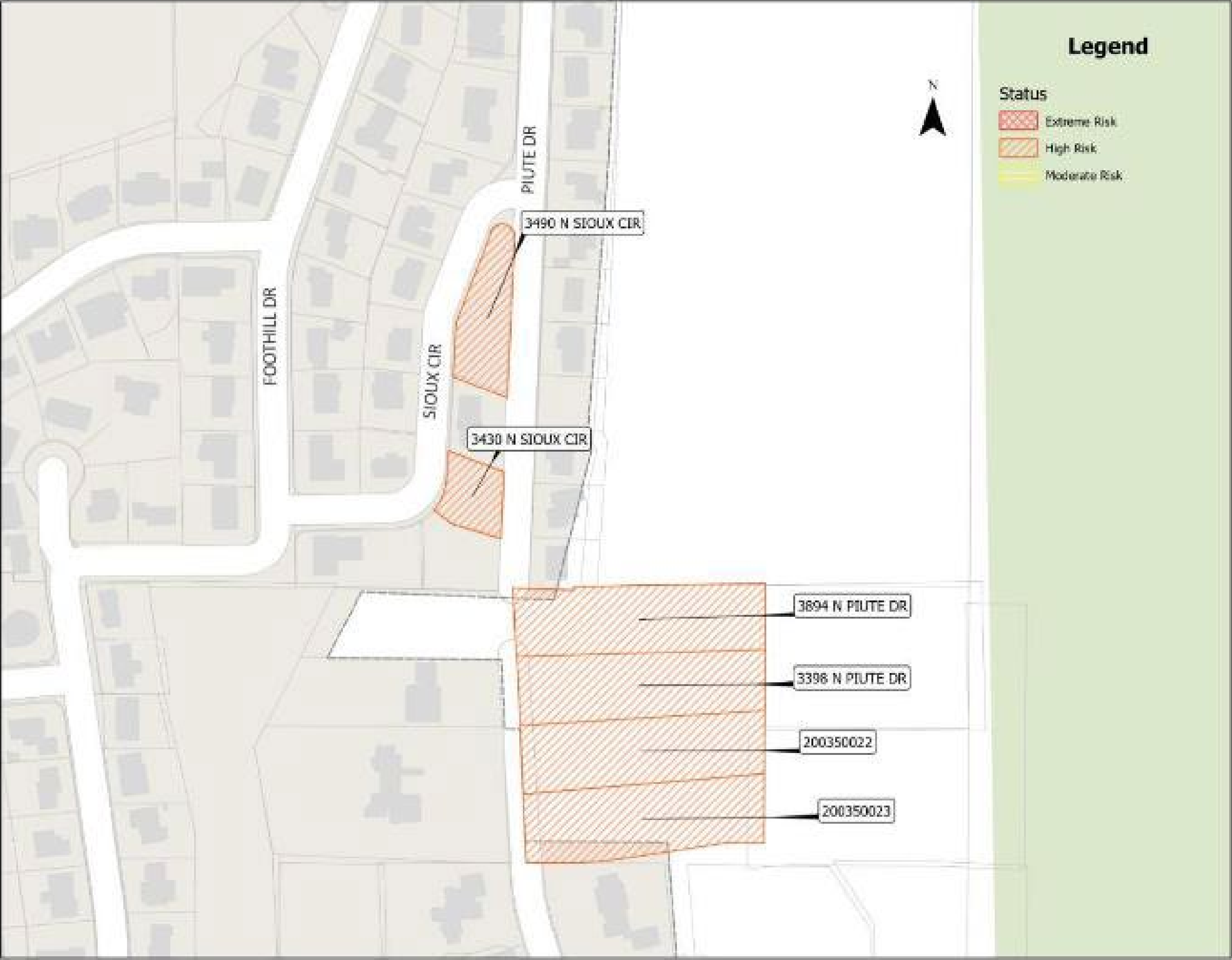
(i) Extreme risk lots shall be indicated by a red overlay on the official zone map.

(b) *High Risk*. For every one (1) lot within a TDR-S overlay zone shown as a high risk site for development a total of two (2) development credits shall be available, as defined in this Chapter.

(i) High risk lots shall be indicated by an orange overlay on the official zone map.

(c) *Moderate Risk*. For every one (1) lot within a TDR-S overlay zone shown as a moderate risk site for development a total of one and a half (1.5) development credits shall be available, as defined in this Chapter.

(i) Moderate risk lots shall be indicated by a yellow overlay on the official zone map.



CHAPTER 14.33B TDR – TRANSFERABLE DEVELOPMENT RIGHTS OVERLAY ZONE

- 14.33B.010 Purpose and Objectives
- 14.33B.020 Definitions
- 14.33B.030 Use in Combination
- 14.33B.040 Permitted Uses
- 14.33B.050 Development Standards
- 14.33B.060 Provision of Facilities
- 14.33B.070 Establishment of Sending and Receiving Areas
- 14.33B.080 Application Requirements
- 14.33B.090 Sending Site Requirements
- 14.33B.100 Receiving Site Requirements
- 14.33B.110 Development Approval Process
- 14.33B.120 Conservation Easement Required
- 14.33B.130 Development Credit Determination

14.33B.010 Purposes and Objectives.

The purposes of this TDR overlay zone are to:

1. Protect the general health, safety, and welfare of current and future residents;
2. Preserve open space, scenic views, and natural features on hillside areas;
3. Discourage development in sensitive and natural hazard areas;
4. Allow ~~property~~ owners of sensitive lands development rights in other areas of the city, and;
5. Provide a method whereby development rights may be transferred from sending sites to receiving sites to meet the above purposes.

14.33B.020 Definitions.

For the purposes of this Chapter, the following words and terms ~~are shall be~~ defined, as follows:

“Base Zone Density” means the maximum number of dwelling units permitted by the zoning classification of a sending or receiving site and not including any density increase from the overlay zone.

“Development Rights” means the potential for the improvement of a legally established parcel of land, measured in dwelling units, existing as a result of the underlying zone of the parcel.

“Receiving Area” means a geographic area designated by the Provo City Zoning Map within which one or more receiving sites may be located.

“Receiving Site” means a legally created parcel of land ~~that which~~ has been zoned TDR-R and to which development rights are transferred in accordance with the requirements of this chapter.

“Sending Area” means a geographic area designated by the Provo City Zoning Map within which one or more sending sites may be located.

“Sending Site” means a legally created parcel of land ~~that which~~ has been zoned TDR-S and from which development rights are transferred in accordance with the requirements of this chapter.

“Transfer of Development Rights” means the conveyance of one or more development rights by deed, easement, or other legal instrument to another parcel of land in accordance with the requirements of this chapter.

14.33B.030 Use in Combination.

The TDR Zone ~~will shall~~ overlay and be used in combination with existing conventional zones. If there is a conflict between the provisions of this Chapter and the requirements of ~~Provo City Code~~ Title 14 or 15, ~~Provo City Code~~, the requirements of this Chapter ~~shall~~ take precedence. Property to which the TDR Zone has been applied ~~may only shall~~ be developed ~~only~~ in conformance with the applicable, approved project plan, subdivision, or other approved development plans. Written references to a zone that is overlain by the TDR Zone ~~will shall~~ include the underlying zone along with the acronym of the overlay zone, e.g., R1.10TDR-R or R1.10TDR-S.

14.33B.040 Permitted Uses.

Uses permitted in the TDR Zone ~~are shall be~~ limited to those listed as permitted uses by the provisions of the underlying zone with which the TDR Zone has been combined.

14.33B.050 Development Standards.

Development in the TDR Zone ~~must shall~~ conform to the development standards required by the provisions of the underlying zone with which the TDR Zone is combined, except in cases where a density bonus has been granted.

14.33B.060 Provision of Facilities.

The requirements of the Adequate Public Facilities section of ~~Provo City Code~~ Chapter 15.03, ~~Provo City Code~~ ~~must shall~~ be met.

14.33B.070 Establishment of Sending and Receiving Areas.

(1) The City Council may establish sending and receiving areas **with the TDR Overlay designations** ~~as TDR Zoning within~~ on the official zoning map in accordance with **Provo City Code** Section 14.02.020 ~~Provo City Code~~. The designation “TDR-S” ~~will shall~~ be the prefix for the overlay zone for sending sites, the designation “TDR-R” ~~will shall~~ be the prefix for the overlay zone for receiving sites.

(2) Sending areas ~~are shall be~~ limited to property that has been found to have natural hazards within or adjacent to property boundaries, **as** verified by the City Engineer.

(3) Receiving areas ~~are shall be~~ limited to vacant properties in the RA, R1, VLDR, or LDR zones.

(4) The City Council may **apply** ~~authorize the use of a~~ TDR-R **Overlay designation** in conjunction with a rezone request to a RA, R1, VLDR, or LDR Zone if the request is consistent with the General Plan and this Chapter.

14.33B.080 Application Requirements.

In addition to submittal requirements in **Provo City Code** Section 14.02.020, ~~Provo City Code~~ an eligible landowner or authorized representative for a sending site (TDR-S) must provide the following:

- (1) A written description of the physical characteristics of the property that constitutes a hazard;
- (2) A ~~study~~ **geological study** or other evidence of the stated hazard, stamped by a licensed engineer, and;
- (3)
 - a. A conservation easement document, or
 - b. **Proof that** the property or parcel has been designated **hazardous** by the Provo City Engineer.

14.33B.090 Sending Site Requirements.

(1) Development rights ~~may only shall~~ be created and transferred ~~only~~ by means of documentation, including a conservation easement, and a TDR-S credit certificate, ~~that which~~ meet the requirements of this Chapter.

(2) In order to be eligible to transfer one or more development rights from a parcel of land, ~~the such~~ parcel ~~must shall~~ be located within a sending area, ~~designated pursuant to designated pursuant to~~ this ordinance and shown on the official zoning map.

14.33B.100 Receiving Site Requirements.

(1) Development rights ~~may only shall~~ be received ~~only~~ by means of ~~documentation, including~~ a TDR-R credit certificate, and a development plan, ~~that which~~ meet the requirements of this Chapter.

(2) In order to transfer one or more development rights to a parcel of land, ~~the such~~ parcel ~~must shall~~ be located within a receiving area designated on the official zoning map.

14.33B.110 Development Approval Process.

(1) The following is the Sending Site approval process that must be followed to send development right (TDR-S) credits:

- (a) TDR-S property owners may choose to develop their property as platted and in accordance with city engineering requirements, or they may choose to sell, transfer, or joint venture their development rights.
- (b) TDR-S property owners may request a TDR-S credit certificate from the Provo City Development Services Director. The TDR-S certificate ~~must shall~~ list the density or number of units for the TDR-S site.
- (c) A TDR-S credit certificate may only be sold, conveyed, or otherwise transferred by the owner(s) or their legal representative.
- (d) The sale, conveyance, or transfer ~~must include the shall occur upon~~ surrender of the TDR-S credit certificate, which authorizes the Development Services Director, or designee, to transfer the development credits to the stated transferee by reissuing the TDR-S credit certificate in the transferee's name, and recording a TDR-S certificate with the County Recorder's Office.
- (e) With each transfer or sale, a ~~c~~Conservation ~~e~~Easement ~~and/or deed~~ restriction ~~must shall~~ be recorded covering the entire parcel.
- (f) When all available TDR-S credits on a sending site have been purchased, no uses other than those enumerated in the Conservation Easement are allowed. Responsibility for any required maintenance or abatement remains with the fee title owner.
- (g) ~~The final transfer of~~ TDR-S credits ~~expire and are terminated will be~~ ~~completed~~ upon development approval on a receiving site and the recording ~~of a conservation easement of a deed restriction and/or Conservation~~ Easement against the sending site, or if the owner of the TDR-S credits chooses to forfeit development rights and records a ~~conservation easement~~ deed restriction ~~and/or conservation easement~~ on the entire sending site.

- (h) TDR-S property owners ~~must shall~~ notify any lien or mortgage holders of the sale of ~~the~~ TDR-S credits, and ~~the such~~ notification ~~must shall~~ be demonstrated by written approval submitted to the City prior to transfer.
- (i) ~~It is the responsibility of~~ TDR-S property owners ~~must to notify shall be responsible for notification to~~ the county tax assessor regarding possible changes in property value.

(2) The following is the Receiving Site approval process that must be followed to receive TDR credits:

- (a) All regulations in ~~Provo City Code~~ Title 14 and 15, ~~Provo City Code~~ regarding zoning, subdividing, and approval processes are in effect on a receiving site. If any development within the TDR-R Zone requests an increase in density from the base zone density, it must be realized through TDR-S credits.
- (b) ~~Application of the TDR Overlay is a zone map amendment and is therefore subject to the approval of~~ ~~Any development requesting a higher density than the base zone density shall be reviewed by~~ the City Council.
- (c) Any development requesting higher density than the base zone density shall bring evidence of TDR-S credits in the form of options to purchase, ownership, or joint ventures at the time of development review, ~~as well as and~~ evidence of ownership prior to final approval.
 - i. Areas may develop at the base zone density without purchasing TDR-S credits.
 - ii. Any development approval process using TDR-S credits ~~must shall~~ adhere to all other underlying zoning requirements.
- (d) A request to utilize development rights on a receiving site ~~must shall~~ be in the form of a preliminary subdivision application or a concept plan application in accordance with Provo City Code.
- (e) The Planning Commission ~~will shall~~ approve a request to utilize development rights on a receiving site if the request:
 - i. Does not exceed the density limitations permitted in the underlying zone, ~~except insofar as additional unless~~ density is provided ~~through with evidence of~~ TDR-S credits;
 - ii. Is in accordance with the provisions of this chapter;
 - iii. Is in accordance with the subdivision and site plan regulations;
 - iv. Is consistent with other policies and goals of the General Plan; and
 - v. Achieves a compatible development with surrounding uses.

- (f) A receiving credits certificate ~~of receiving credits will shall~~ be issued to the property owner upon final approval by the Development Services Director indicating the total number of development rights ~~that which~~ may be transferred to the property in accordance with this Chapter.

14.33B.120 Conservation Easement Required

This section ~~shall applies apply~~ only to properties where the development rights have been transferred from the property, but the ownership of the property remains private.

- (1) A conservation easement ~~must shall~~ be established on each sending site from which development rights are transferred.

~~(2) — If only a portion of the development rights attached to a sending site are transferred, the area of the easement must be the same as the total area required by law for the number of all the lots that could have been be otherwise established on the site prior but for the transfer of development rights minus the number of lots that can be established under the remaining property rights.~~

~~(3)~~(2) The conservation easement required by this chapter ~~must shall~~ be in a recordable form approved by Development Services and ~~must shall~~ meet the requirements of [Utah Code Section 57-18-1 et. Seq.](#) The conservation easement must ~~shall~~ also include the following terms:

- (a) The holder of the easement ~~must shall~~ be:
- i. Provo City,
 - ii. another government entity, or
 - iii. a charitable organization ~~that which~~:
 - (i) Qualifies as being tax exempt under section 501(c)(3) of the Internal Revenue Code; and
 - (ii) Is organized in whole or in part for the purpose of accepting and managing conservation easements.
- (b) The easement ~~must shall~~ require that the easement area ~~shall~~ be maintained as it exists when the easement is created, including natural areas, wildlife preserves, trails, or other identified environmental or open land resources.
- (c) The easement ~~must shall~~ include a reference to the extinguishment of the development rights transferred from the sending site. If additional rights are transferred after the recordation of a conservation easement, the easement ~~must shall~~ be amended to reflect the extinguishment of those additional rights and ~~must shall~~ be recorded thereafter.

(d) All parties who have a declared interest in the property, recorded at Utah County, must consent to the granting of a conservation easement.

(34) If the holder of a conservation easement granted pursuant to this Chapter desires proposes to transfer the easement to another entity, the recipient of any transferred interest must shall meet the requirements of this section.

(45) It is unlawful to Any instrument purporting to convey a conservation easement granted pursuant to this section unless but that the City has not indicated its approval. Any instrument purporting to make such a conveyance in violation of the Subsection on the instrument is void and may shall not be recorded or accepted by the City Recorder for recording at the County Recorder's Office.

14.33B.130 Development Credit Determination

(1) For the purposes of this Chapter development credit is defined as either a sending credit or receiving credit and shall be equivalent to one dwelling unit per credit.

(2) The total number of development credits available to a sending site will shall be determined as follows and as shown on the official Provo City Zoning Map:

(a) *Extreme Risk*. For every one (1) lot within a TDR-S overlay zone shown as an extreme risk site for development, a total of three (3) development credits will shall be available, as provided defined in this Chapter.

(i) Extreme risk lots are shall-be indicated by a red overlay on the official zoning map.

(b) *High Risk*. For every one (1) lot within a TDR-S overlay zone shown as a high risk site for development, a total of two (2) development credits will shall be available, as provided defined in this Chapter.

(i) High risk lots are shall be indicated by an orange overlay on the zoning official map.

(c) *Moderate Risk*. For every one (1) lot within a TDR-S overlay zone shown as a moderate risk site for development, a total of one and a half (1.5) development credits will shall be available, as provided defined in this Chapter.

(i) Moderate risk lots are shall-be indicated by a yellow overlay on the official zoning map.

PROVO MUNICIPAL COUNCIL STAFF REPORT



Submitter: SWILMOTH
Department: Development Services
Requested Meeting Date: 03-05-2024

SUBJECT: An ordinance amending Provo City Code regarding tenant identification wall signs. Downtown Neighborhood Application (PLOTA20240014)

RECOMMENDATION: To be heard at the March 5, 2024 Work & Council Meetings. Please see supporting documents.

BACKGROUND: The applicant is requesting an ordinance amendment to change the amount of tenant identification wall signs on a public street-facing façade on 5-story+ buildings from 2 to 3.

The applicant wants to add a third sign to the west façade of the 6-story building located at 86 N University Ave, Provo. The applicant is a tenant of this building.

This ordinance amendment would affect tenant identification wall signs on 5-story+ buildings in the DT1, DT2, ITOD, GW, and WG zones.

In the applicant’s justification statement, the following reasons for this amendment were shared:

Class A multi-story office buildings often have two or more significant anchor tenants that are serving very different market segments. In this specific building, there is Wells Fargo and Harris Investment Group.

These tenants will want to co-brand the building to advertise their individual companies. In the applicant’s efforts to co-brand the building, the applicant wants to identify Harris Investment Group as a company unique from Wells Fargo with “simple yet tasteful” signage.

FISCAL IMPACT:

PRESENTER’S NAME: Mary Barnes (801) 852-6408 mabarnes@provo.org

REQUESTED DURATION OF PRESENTATION: 10 minutes

COMPATIBILITY WITH GENERAL PLAN POLICIES, GOALS, AND OBJECTIVES:

CITYVIEW OR ISSUE FILE NUMBER: PLOTA20240014

- *ITEM 1** Charles Matheny requests an Ordinance Text Amendment to Subsection 14.38.105(1)(e), Provo City Code, to change the number of allowable tenant wall signs from two (2) to three (3). Downtown Neighborhood. Mary Barnes (801) 852-6408 mabarnes@provo.org PLOTA20240014

Applicant: Charles Matheny

Staff Coordinator: Mary Barnes

Relevant History: The applicant is requesting this ordinance amendment to finish the applicant's preferred signage scheme on the building at 86 N University Ave. This application will affect 5-story+ buildings in the DT1, DT2, ITOD, WG, and GW zones. No other relevant history at this time.

Neighborhood Issues: A neighborhood meeting for District 5 has been scheduled for March 20, 2024, and the applicant has agreed to appear before the neighborhood board to answer any questions they may have.

Summary of Key Issues:

- Subsection 14.38.105 (1)(e)(i)(B) currently permits only two (2) tenant identification wall signs on public-street facing building facades for buildings 5 or more stories in height.
- The applicant wants to increase this to three (3) permitted signs.

ALTERNATIVE ACTIONS

1. **Continue** to a future date to obtain additional information or to further consider information presented. *The next available meeting date is February 28, 6:00 P.M.*
2. **Recommend Denial** of the requested ordinance text amendment. *This action would not be consistent with the recommendations of the Staff Report. The Planning Commission should state new findings.*

Staff Recommendation:

That the Planning Commission recommend approval of the proposed text amendment to the Provo City Council.

OVERVIEW

- The applicant is requesting an ordinance amendment to change the amount of tenant identification wall signs on a public street-facing façade on 5-story+ buildings from 2 to 3.
 - o The applicant wants to add a third sign to the west façade of the 6-story building located at 86 N University Ave, Provo. The applicant is a tenant of this building.
- This ordinance amendment would affect tenant identification wall signs on 5-story+ buildings in the DT1, DT2, ITOD, GW, and WG zones.
- In the applicant's justification statement, the following reasons for this amendment were shared:
 - o Class A multi-story office buildings often have two or more significant anchor tenants that are serving very different market segments. In this specific building, there is Wells Fargo and Harris Investment Group.
 - o These tenants will want to co-brand the building to advertise their individual companies. In the applicant's efforts to co-brand the building, the applicant wants to identify Harris Investment Group as a company unique from Wells Fargo with "simple yet tasteful" signage. That includes the wrapped signage shown in figures 1-3.



Figure 1: Northwest corner of the building.

The wrapped sign that the applicant wants will be in this area. Adding the wrapped sign would bring the total number of tenant identification signs above the 2nd story to three on the western façade of the building.



Figure 2: Southwest corner of the building.

Note: The south façade of the building does not face a public street, so it is not subject to the mentioned requirements for tenant identification signs.



Figure 3: Mockup of the sign.

The sign will match the similar sign on the other side of the building.

FINDINGS OF FACT

Context of the Ordinance Amendment

The proposed code amendment for 14.38.105 (1)(e)(i)(B) is as follows:

14.38.105 Signs Permitted in the Downtown (DT1, DT2, ITOD, GW, and WG) Zones.

Signs within the General Downtown (DT1), Downtown Core (DT2), Interim Transit Oriented Development (ITOD), Gateway West (GW), and West Gateway (WG) zones shall be regulated by the following provisions. Any signs, or types of sign, not expressly allowed by this Section are prohibited.

1. Wall signs shall comply with the following requirements:
 - e. Tenant Identification Signs.
 - i. Number.
 - A. For buildings two (2) to four (4) stories in height: one (1) sign per building facade facing a public street.
 - B. For buildings five (5) stories or greater in height: ~~two (2)~~ three (3) signs per building facade facing a public street.
 - ii. Type. Signs shall consist of individual letters or logos (signs shall not consist of sign cabinets).
 - iii. Area. The sign shall not exceed fifty (50) square feet in area.
 - iv. Location. The sign shall be located on the story immediately below the building step-back, if present, on the second floor of a two (2) story building, or below the top floor of a building greater than two (2) stories in height.
 - v. Projection. Sign shall not project greater than eighteen (18) inches from the facade.
 - vi. Illumination. Internal and external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.
 - vii. Size of Lettering. Letters shall not exceed three (3) feet in height.

Please see figures 4 and 5 or Attachment 2 to see the zones/areas affected by this code change.

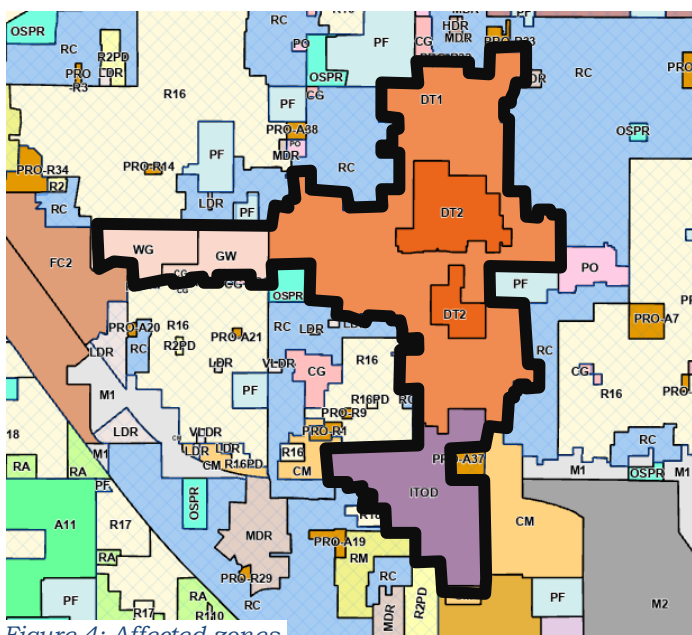


Figure 4: Affected zones.

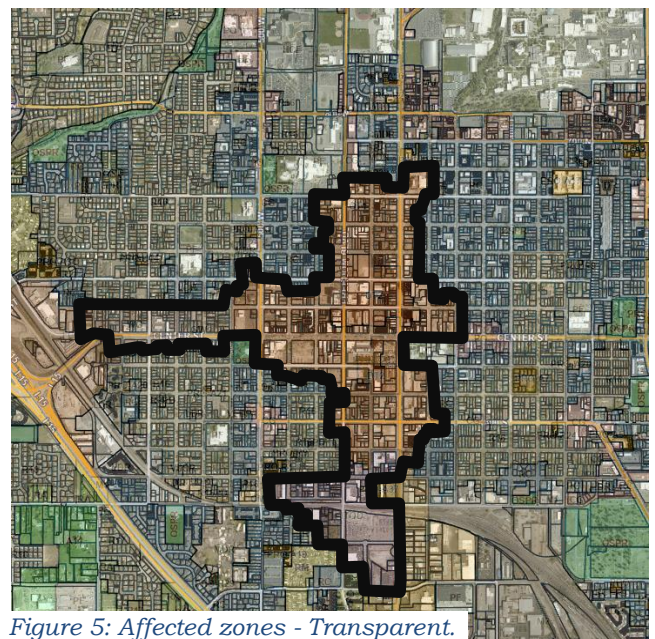


Figure 5: Affected zones - Transparent.

Impact

As mentioned, this ordinance amendment will only impact the amount of tenant identification wall signs on public street-facing facades for 5-story+ buildings in the DT1, DT2, ITOD, WG, and GW zones. Right now, that includes about 13 buildings, as listed below.

<i>Name of Building</i>	<i>Zone</i>	<i>Address</i>	<i>Stories</i>	<i>Amount of public street facing facades</i>
Marriott Hotel	DT1	101 W 100 N	About 10	2
4 th Judicial District Courthouse	DT1	137 N Freedom Blvd	About 8 or 9	4
High Line Apartments	DT1	480 N Freedom Blvd	7	2
200 Cityview Apartments	DT1	155 S University Ave	5 stories	3
85 N Apartments	DT1	85 N 100 W	7 stories	2
City Center	DT2	445 W Center St	5 stories	3
Nuskin buildings	DT2	75 W Center St	About 8 or 9	2
Nuskin parking garage	DT2	101 W 100 S	5 stories	2
Zions Bank Financial Center	DT2	180 N University Ave	9 stories	2
Wells Fargo and Harris Investment building	DT2	86 N University Ave	6 stories	2
Hyatt Place	DT2	180 W 100 N	5 stories	2
PEG Companies	DT2	145 W 200 N	6 stories	2
Station at Millrace Apartments	ITOD	77 W 500 S	5 stories	4

All new 5-story+ buildings will have to meet the requirements in the sign code.

STAFF ANALYSIS

General Plan

Provo City Code Title 14.02.020(2) sets forth the following guidelines for consideration of ordinance text amendments: **(Staff Response in bold type)**

Before recommending an amendment to this Title, the Planning Commission shall determine whether such amendment is in the interest of the public and is consistent with the goals and policies of the Provo City General Plan. The following guidelines shall be used to determine consistency with the General Plan:

- a) Public purpose for the amendment in question.

Staff response: It appears that the purpose of this signage code is to ensure that there are not an overwhelming number of signs on 5-story+ buildings. Increasing the number of allowed tenant identification signs to three will not create an overwhelming number of signs.

- b) Confirmation that the public purpose is best served by the amendment in question.

Staff response: The General Plan does state in the urban design section that signage is a part of the urban design that should be given special consideration and should be used to improve the built environment. Staff believes that the proposed amendment would allow multi-story multi-tenant buildings to properly advertise. It could also attract quality

businesses to the downtown area due to the extra space for signage. The current tenant identification sign code already has standards to ensure that the signs are tasteful.

- c) Compatibility of the proposed amendment with General Plan policies, goals, and objectives.

Staff response: The proposed amendments are consistent with the General Plan goals for urban design and economic development. The General Plan states, “It is important that the city continues to communicate with local business leaders... to understand how they can best support the business community. Removing unnecessary code requirements and policy impediments can be key in making sure Provo has a healthy and prosperous economic environment.”

Goal 3a in the Land Use chapter is as follows: “Simplify zoning and codes to be more user friendly.” This amendment will help to make the code more user friendly for tenants moving into 5-story+ buildings.

- d) Consistency of the proposed amendment with the General Plan’s “timing and sequencing” provisions on changes of use, insofar as they are articulated.

Staff response: There is no timing and sequencing on changes of use with this amendment. However, Goal 3a of the land use chapter is indicated to have a “short-mid” timing in the implementation matrix. According to the reading notes in the implementation matrix chapter, “short” timing is 1-3 years. This ordinance amendment is within that “short” period.

- e) Potential of the proposed amendment to hinder or obstruct attainment of the General Plan’s articulated policies.

Staff response: This proposal does not hinder or obstruct attainment of the General Plan’s articulated policies.

- f) Adverse impacts on adjacent landowners.

Staff response: Staff do not foresee any adverse impacts on adjacent landowners. This ordinance amendment only affects the public street-facing facades for buildings 5-stories+.

- g) Verification of correctness in the original zoning or General Plan for the area in question.

Staff response: This amendment will not affect the correctness of the zoning or general plan for these areas.

- h) In cases where a conflict arises between the General Plan Map and General Plan Policies, precedence shall be given to the Plan Policies.

Staff response: There is not a conflict.

CONCLUSIONS

In conclusion, staff recommends that the Planning Commission recommends approval for this ordinance amendment. Increasing the amount of tenant identification signs on 5-story+ buildings from two to three is a minimal change but could allow more tenants to identify their businesses in multi-story multi-tenant buildings.

ATTACHMENTS

1. Proposed 14.38.105 Text Amendment
2. Map of Affected Zones

Attachment 1: Proposed 14.38.105 Text Amendment

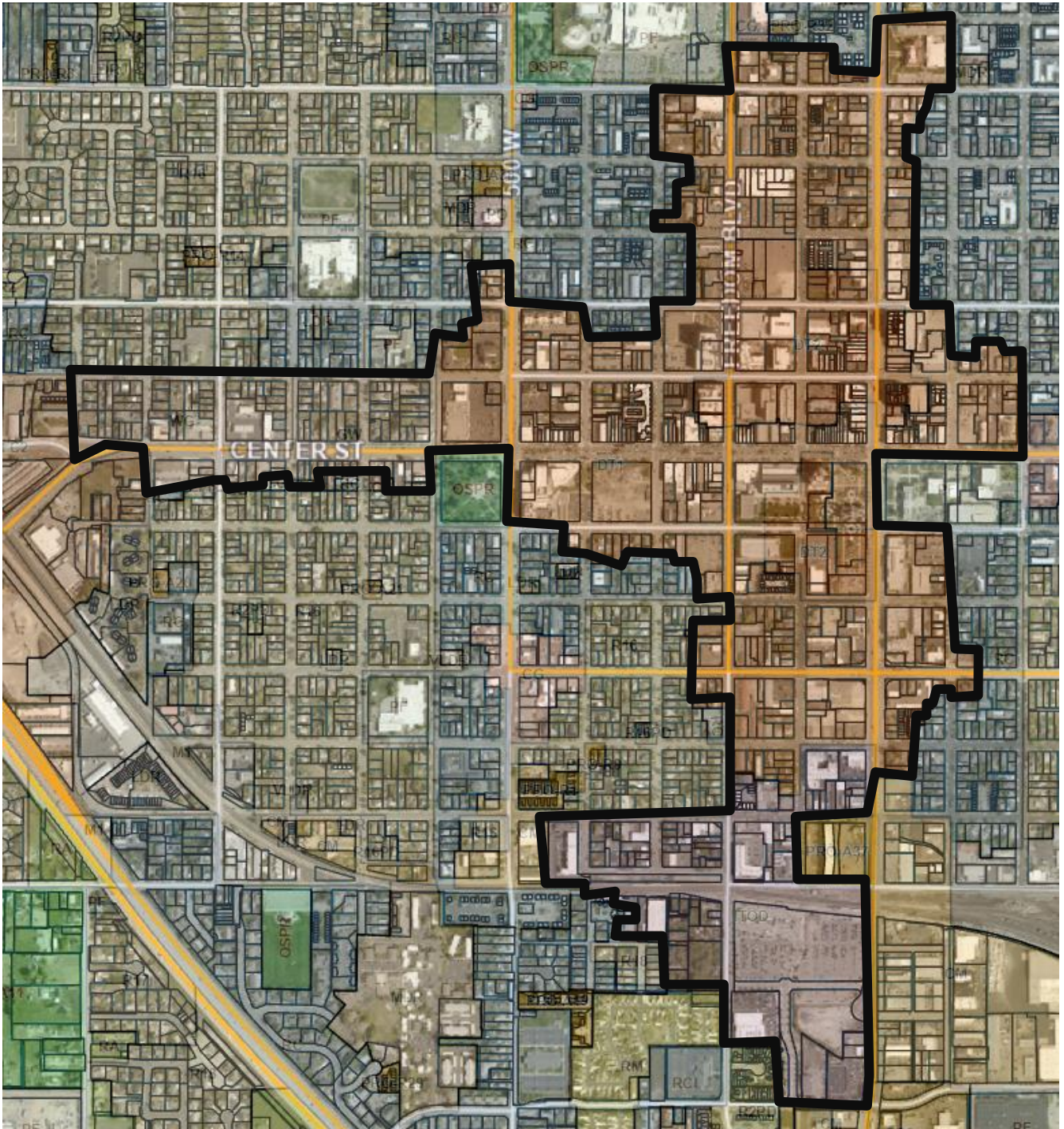
14.38.105 Signs Permitted in the Downtown (DT1, DT2, ITOD, GW, and WG) Zones.

Signs within the General Downtown (DT1), Downtown Core (DT2), Interim Transit Oriented Development (ITOD), Gateway West (GW), and West Gateway (WG) zones shall be regulated by the following provisions. Any signs, or types of sign, not expressly allowed by this Section are prohibited.

- (1) Wall signs shall comply with the following requirements:
 - (a) Ground level businesses with individual front door entrances fronting public streets.
 - (i) *Number*. One (1) sign per business storefront.
 - (ii) *Area*. Two (2) square feet of sign for each foot of linear building facade.
 - (iii) *Location*. Sign shall be located on the first or second story facade.
 - (iv) *Projection*. Signs shall not project more than eighteen (18) inches from the facade.
 - (v) *Illumination*. Internal or external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.
 - (b) Building directory signs:
 - (i) May be located on an exterior wall next to a public entrance or within the common entrance of the building.
 - (ii) If located on an exterior wall, such directory signs shall not exceed nine (9) square feet and copy shall not exceed one (1) inch in height.
 - (iii) One (1) directory sign for each building facade with a public entrance is permitted.
 - (c) Building identification signs for buildings three (3) to four (4) stories in height:
 - (i) *Number*. One (1) sign per building facade consisting of individual letters (signs shall not consist of sign cabinets). No building shall be deemed to have more than four (4) facades.
 - (ii) *Area*. Two (2) square feet of sign for each linear foot of building facade.
 - (iii) *Location*. Shall be located on the top story of the building.
 - (iv) *Projection*. Sign shall not project greater than eighteen (18) inches from the facade.
 - (v) *Illumination*. Internal or external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.
 - (vi) *Size of Lettering*. Letters are limited to two (2) feet in height.

- (d) Building identification signs for buildings greater than five (5) stories in height:
 - (i) *Number.* One (1) per building facade consisting of individual letters (signs shall not consist of sign cabinets). No building shall be deemed to have more than four (4) facades.
 - (ii) *Area.* Four (4) square feet of sign for each linear foot of building facade.
 - (iii) *Location.* Shall be located on one of the top two (2) stories and not project above the wall line.
 - (iv) *Projection.* Sign may not project greater than eighteen (18) inches from the facade.
 - (v) *Illumination.* Internal or external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.
 - (vi) *Size of Lettering.* Letters shall not exceed four (4) feet in height.
- (e) *Tenant Identification Signs.*
 - (i) *Number.*
 - (A) For buildings two (2) to four (4) stories in height: one (1) sign per building facade facing a public street.
 - (B) For buildings five (5) stories or greater in height: ~~two (2)~~ three (3) signs per building facade facing a public street.
 - (ii) *Type.* Signs shall consist of individual letters or logos (signs shall not consist of sign cabinets).
 - (iii) *Area.* The sign shall not exceed fifty (50) square feet in area.
 - (iv) *Location.* The sign shall be located on the story immediately below the building step-back, if present, on the second floor of a two (2) story building, or below the top floor of a building greater than two (2) stories in height.
 - (v) *Projection.* Sign shall not project greater than eighteen (18) inches from the facade.
 - (vi) *Illumination.* Internal and external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.
 - (vii) *Size of Lettering.* Letters shall not exceed three (3) feet in height.

Attachment 2: Map of Affected Zones



1 ORDINANCE 2024-.

2
3 AN ORDINANCE AMENDING PROVO CITY CODE REGARDING TENANT
4 IDENTIFICATION WALL SIGNS. DOWNTOWN NEIGHBORHOOD
5 APPLICATION. (PLOTA20240014)

6
7 RECITALS:
8

9 It is proposed that Provo City Code Section 14.38.105(1)(e) be amended; and

10
11 On February 14, 2024, the Planning Commission held a public hearing to consider the
12 proposed amendment, and after the hearing, the Planning Commission recommended approval to
13 the Municipal Council by a vote of 5:1; and

14
15 On March 5, 2024, the Municipal Council met to ascertain the facts regarding this matter
16 and receive public comment, which facts and comments are found in the public record of the
17 Council's consideration; and

18
19 After considering the presented to the Municipal Council, the Council finds (i) Provo
20 City Code should be amended as set forth below, and (ii) such action furthers the health, safety,
21 and general welfare of the citizens of Provo City.

22
23 THEREFORE, the Municipal Council of Provo City, Utah ordains as follows:

24
25 PART I:
26

27 Provo City Code Section 14.38.105(1)(e) is hereby amended as set forth in Exhibit A.
28
29

30 PART II:
31

- 32 A. If a provision of this ordinance conflicts with a provision of a previously adopted
33 ordinance, this ordinance prevails.
34
35 B. This ordinance and its various sections, clauses and paragraphs are severable. If
36 any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid,
37 the remainder of the ordinance is not affected by that determination.
38
39 C. This ordinance takes effect immediately after it has been posted or published in
40 accordance with Utah Code 10-3-711, presented to the Mayor in accordance with
41 Utah Code 10-3b-204, and recorded in accordance with Utah Code 10-3-713.
42
43 D. The Municipal Council directs that the official copy of Provo City Code be
44 updated to reflect the provisions enacted by this ordinance.
45
46

47 END OF ORDINANCE.

Exhibit A

48 **14.38.105 Signs Permitted in the Downtown (DT1, DT2, ITOD, GW, and WG) Zones.**

49 Signs within the General Downtown (DT1), Downtown Core (DT2), Interim Transit Oriented
50 Development (ITOD), Gateway West (GW), and West Gateway (WG) zones shall be regulated
51 by the following provisions. Any signs, or types of sign, not expressly allowed by this Section are
52 prohibited.

53 (1) Wall signs shall comply with the following requirements:

54 (a) Ground level businesses with individual front door entrances fronting public streets.

55 (i) *Number.* One (1) sign per business storefront.

56 (ii) *Area.* Two (2) square feet of sign for each foot of linear building facade.

57 (iii) *Location.* Sign shall be located on the first or second story facade.

58 (iv) *Projection.* Signs shall not project more than eighteen (18) inches from the
59 facade.

60 (v) *Illumination.* Internal or external illumination is permitted. Externally lit signs shall
61 be illuminated only with stationary, shielded light sources directed solely onto the sign
62 without causing glare.

63 (b) Building directory signs:

64 (i) May be located on an exterior wall next to a public entrance or within the common
65 entrance of the building.

66 (ii) If located on an exterior wall, such directory signs shall not exceed nine (9) square
67 feet and copy shall not exceed one (1) inch in height.

68 (iii) One (1) directory sign for each building facade with a public entrance is permitted.

69 (c) Building identification signs for buildings three (3) to four (4) stories in height:

70 (i) *Number.* One (1) sign per building facade consisting of individual letters (signs shall
71 not consist of sign cabinets). No building shall be deemed to have more than four (4)
72 facades.

73 (ii) *Area.* Two (2) square feet of sign for each linear foot of building facade.

- 74 (iii) *Location*. Shall be located on the top story of the building.
- 75 (iv) *Projection*. Sign shall not project greater than eighteen (18) inches from the
76 facade.
- 77 (v) *Illumination*. Internal or external illumination is permitted. Externally lit signs shall
78 be illuminated only with stationary, shielded light sources directed solely onto the sign
79 without causing glare.
- 80 (vi) *Size of Lettering*. Letters are limited to two (2) feet in height.
- 81 (d) Building identification signs for buildings greater than five (5) stories in height:
- 82 (i) *Number*. One (1) per building facade consisting of individual letters (signs shall not
83 consist of sign cabinets). No building shall be deemed to have more than four (4)
84 facades.
- 85 (ii) *Area*. Four (4) square feet of sign for each linear foot of building facade.
- 86 (iii) *Location*. Shall be located on one of the top two (2) stories and not project above
87 the wall line.
- 88 (iv) *Projection*. Sign may not project greater than eighteen (18) inches from the
89 facade.
- 90 (v) *Illumination*. Internal or external illumination is permitted. Externally lit signs shall
91 be illuminated only with stationary, shielded light sources directed solely onto the sign
92 without causing glare.
- 93 (vi) *Size of Lettering*. Letters shall not exceed four (4) feet in height.
- 94 (e) *Tenant Identification Signs*.
- 95 (i) *Number*.
- 96 (A) For buildings two (2) to four (4) stories in height: one (1) sign per building
97 facade facing a public street.
- 98 (B) For buildings five (5) stories or greater in height: ~~two (2)~~ three (3) signs per
99 building facade facing a public street.
- 100 (ii) *Type*. Signs shall consist of individual letters or logos (signs shall not consist of
101 sign cabinets).
- 102 (iii) *Area*. The sign shall not exceed fifty (50) square feet in area.

103 (iv) *Location*. The sign shall be located on the story immediately below the building
104 step-back, if present, on the second floor of a two (2) story building, or below the top
105 floor of a building greater than two (2) stories in height.

106 (v) *Projection*. Sign shall not project greater than eighteen (18) inches from the
107 facade.

108 (vi) *Illumination*. Internal and external illumination is permitted. Externally lit signs shall
109 be illuminated only with stationary, shielded light sources directed solely onto the sign
110 without causing glare.

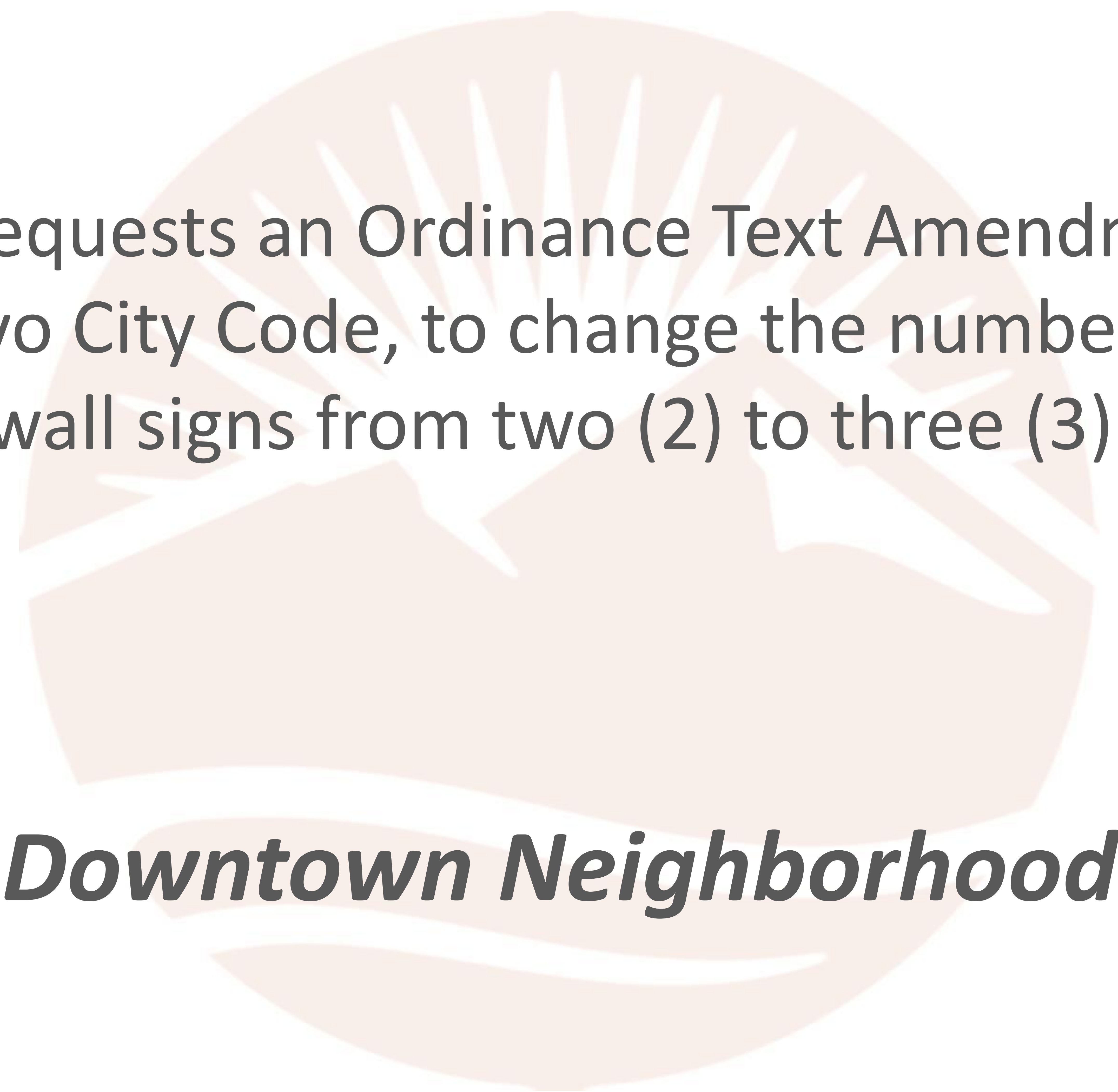
111 (vii) *Size of Lettering*. Letters shall not exceed three (3) feet in height.



WELCOME HOME

City Council

March 5, 2024



Charles Matheny requests an Ordinance Text Amendment to Subsection 14.38.105(1)(e), Provo City Code, to change the number of allowable tenant wall signs from two (2) to three (3).

Downtown Neighborhood

PLOTA20240014



Applicant's sign proposal

14.38.105 Ordinance Amendment - Downtown (DT1, DT2, ITOD, GW, and WG Zones)



Figure 1: Northwest corner of the building.



Figure 2: Southwest corner of the building.

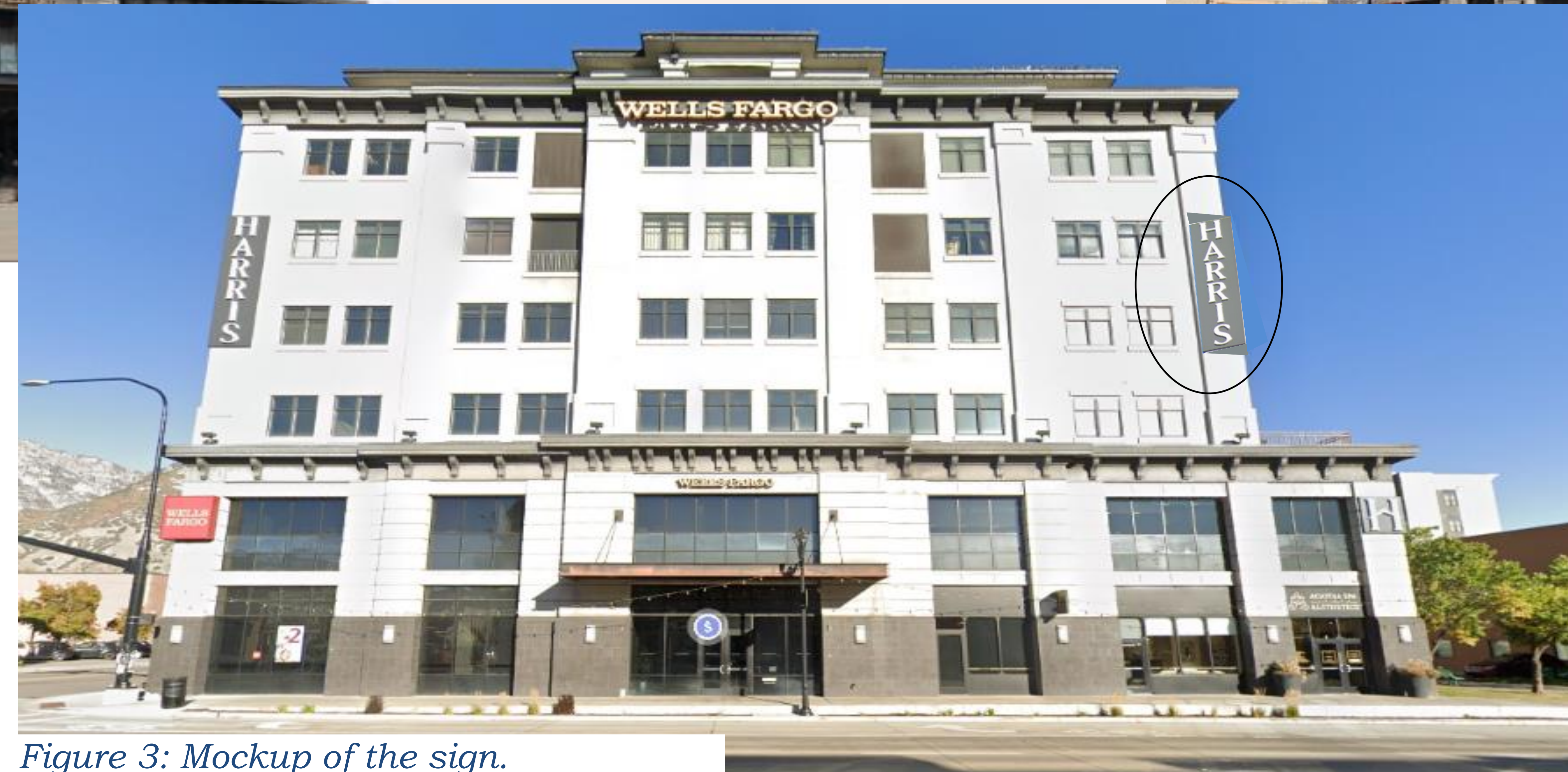
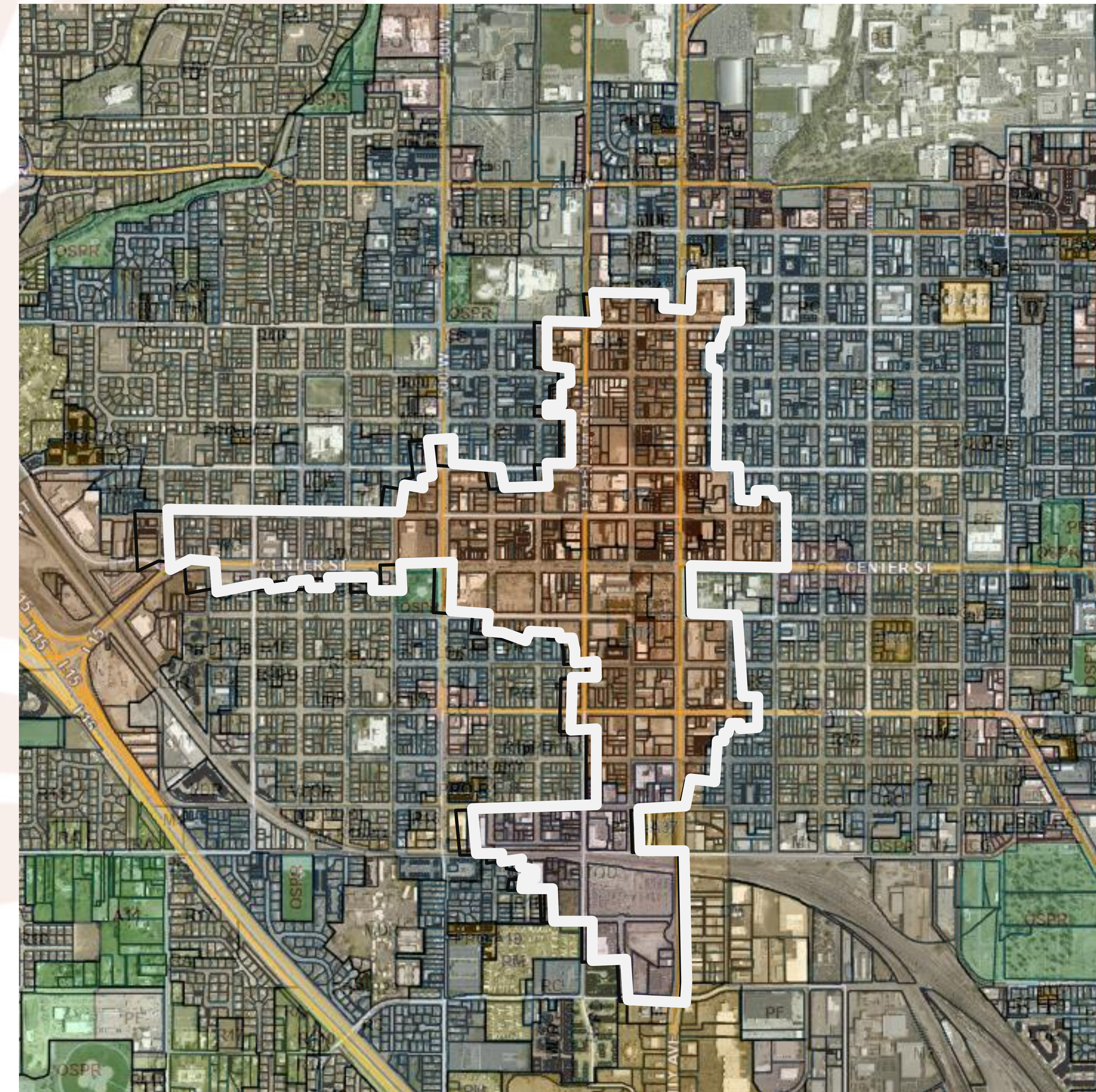
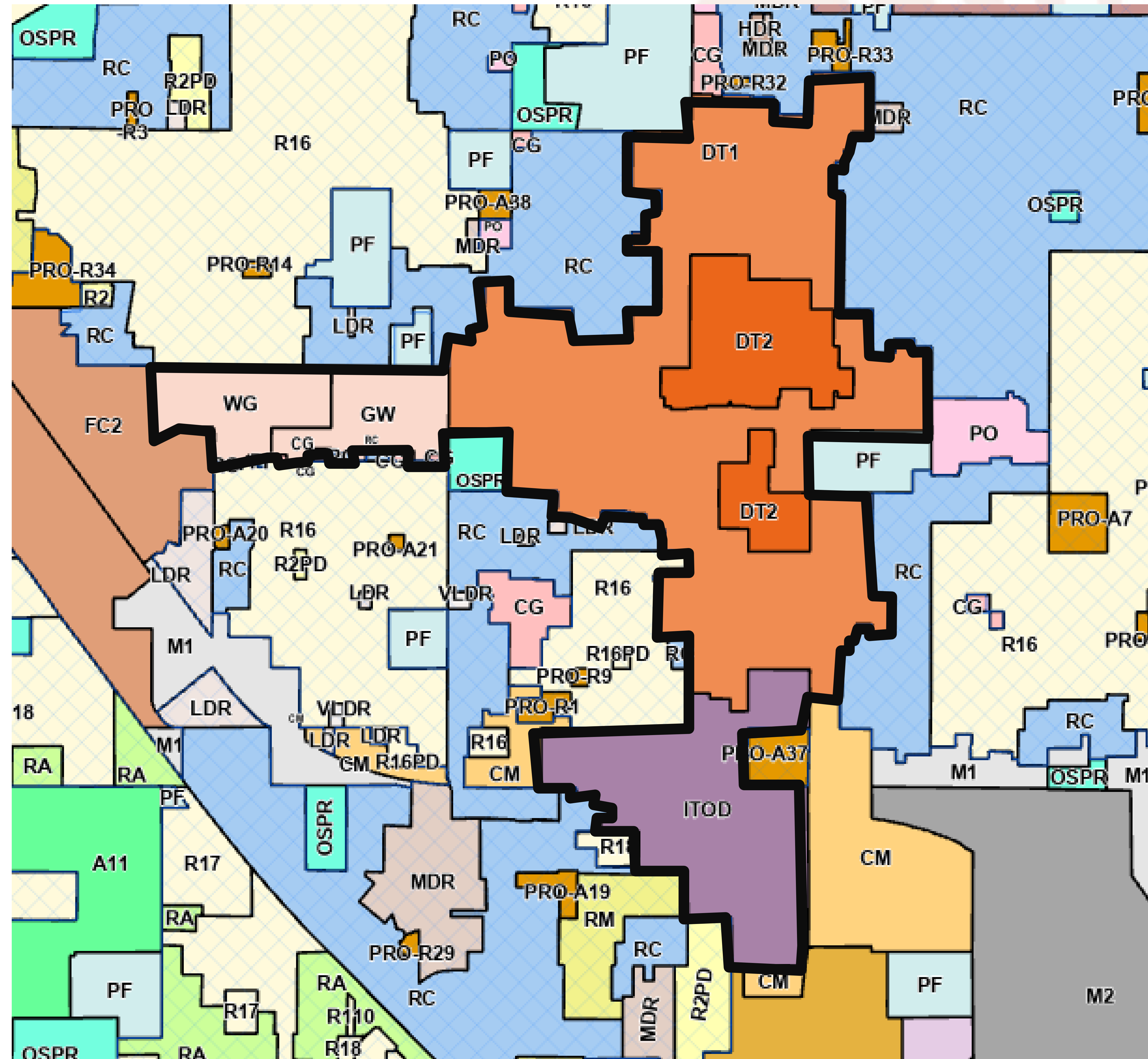


Figure 3: Mockup of the sign.

Affected areas/zones in the City

14.38.105 Ordinance Amendment - Downtown (DT1, DT2, ITOD, GW, and WG Zones)



Overview of Proposal

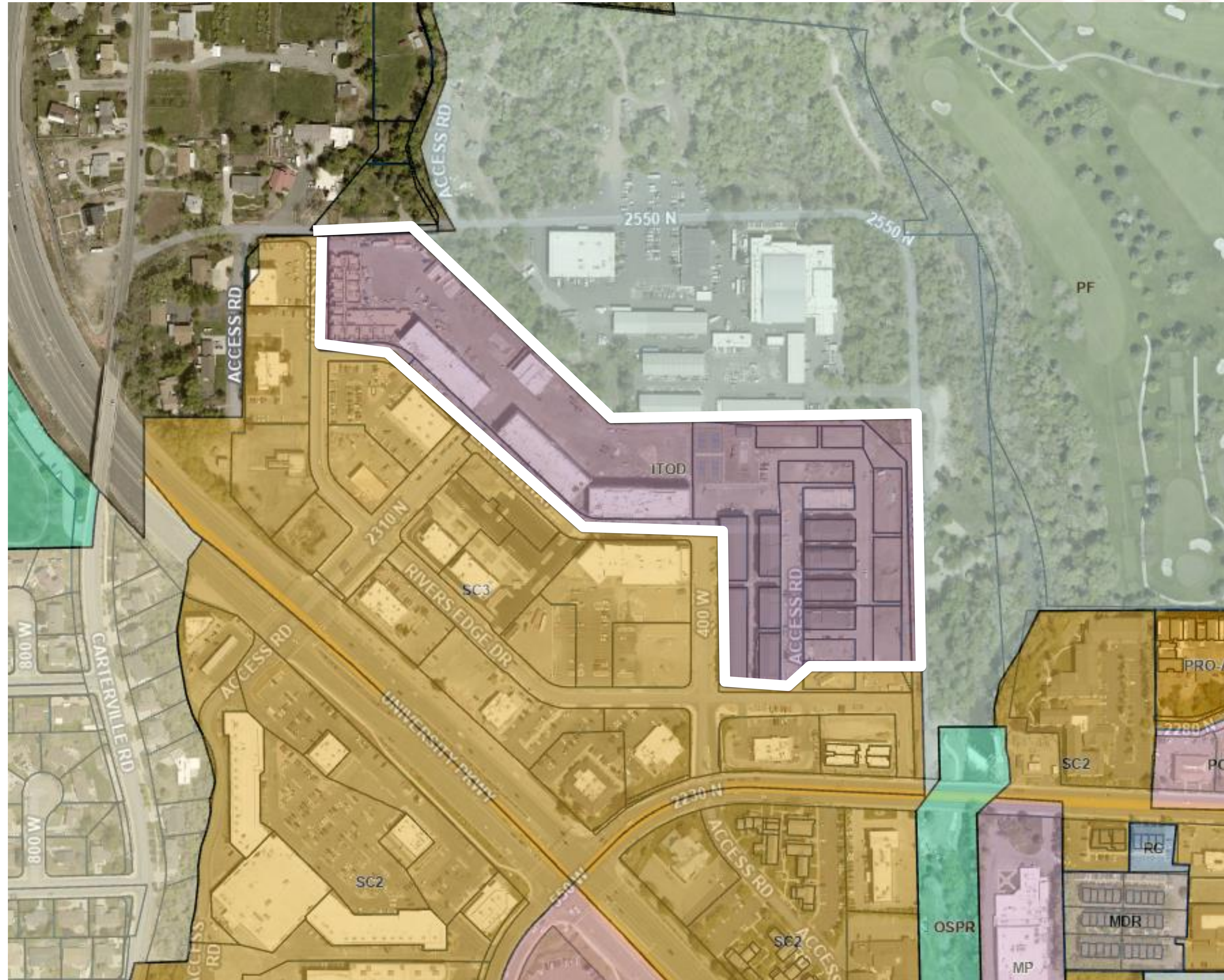
Reasons for Proposal

Additional Impacts

Recommendation

Affected areas/zones in the City

14.38.105 Ordinance Amendment - Downtown (DT1, DT2, ITOD, GW, and WG Zones)



- Zone was changed in 2020
- No buildings that are 5 stories or more are currently planned on the ITOD zoned property. The tallest building will be 4 stories.
- This ordinance amendment would not affect this property unless it redevelops in the future, and 5-story buildings are built.

Reasons for Proposed Amendment

14.38.105 Ordinance Amendment - Downtown (DT1, DT2, ITOD, GW, and WG Zones)

- Increases opportunities for businesses to advertise on their buildings.
- It does not negatively affect the public purpose of the sign code.
- Removes a possible obstacle from the code language for businesses that are wanting to locate in Provo.
- Will allow the applicant to ensure a cohesive signage theme
- Supported by the Development Services Department

Impact of this ordinance amendment

14.38.105 Ordinance Amendment - Downtown (DT1, DT2, ITOD, GW, and WG Zones)

Name of Building	Zone	Address	Stories	Amount of public street facing facades
Marriott Hotel	DT1	101 W 100 N	About 10	2
4 th Judicial District Courthouse	DT1	137 N Freedom Blvd	About 8 or 9	4
High Line Apartments	DT1	480 N Freedom Blvd	7	2
200 Cityview Apartments	DT1	155 S University Ave	5 stories	3
85 N Apartments	DT1	85 N 100 W	7 stories	2
City Center	DT2	445 W Center St	5 stories	3
Nuskin buildings	DT2	75 W Center St	About 8 or 9	2
Nuskin parking garage	DT2	101 W 100 S	5 stories	2
Zions Bank Financial Center	DT2	180 N University Ave	9 stories	2
Wells Fargo and Harris Investment building	DT2	86 N University Ave	6 stories	2
Hyatt Place	DT2	180 W 100 N	5 stories	2
PEG Companies	DT2	145 W 200 N	6 stories	2
Station at Millrace Apartments	ITOD	77 W 500 S	5 stories	4

Planning Commission Concerns

14.38.105 Ordinance Amendment - Downtown (DT1, DT2, ITOD, GW, and WG Zones)

An additional sign on 5 story+ buildings in the Downtown zones could clutter the building facade. If there are three tenants in one building, having three different signs on the top levels could make an unattractive building façade.

- Tenant identification signs are only permitted on the top levels of 5-story or taller buildings in Downtown zones. These signs are limited to 50 sq ft and can only be letters or logos. While it is possible that allowing one additional sign could make an unattractive building façade, the existing design considerations in the sign code should help to mitigate that. With the code language on size, type, illumination, location, projection, location, and the size of lettering, the design of the sign will stay within the parameters that have already been set by Provo City.

The sign itself could be unattractive.

- Limiting the content of a sign or logo simply because it is unattractive could be seen as a violation of freedom of speech.

A building/property owner could designate a certain sign as a “building identification” sign (14.38.105 (1)(d)), and then have another two (or three, depending on the outcome of this ordinance amendment) tenant identification signs on a 5 story+ building.

- This is a loophole that a property owner could use. It could mean that there is an additional sign on the top of a 5 story+ building. Again, there are design considerations listed in the building identification sign code that would control the number, area, location, projection, illumination, and size of lettering for building identification signs.

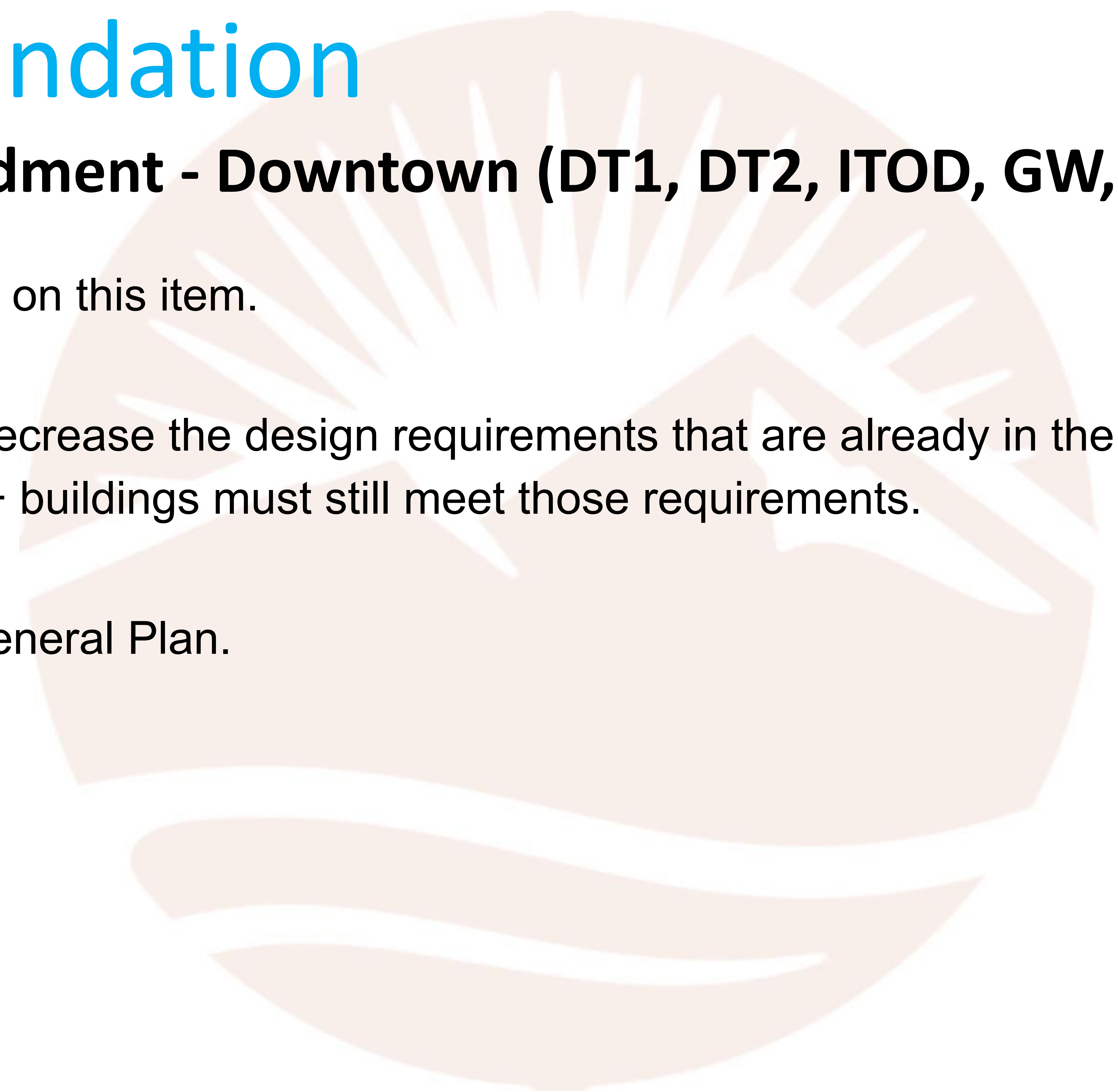
Staff's recommendation

14.38.105 Ordinance Amendment - Downtown (DT1, DT2, ITOD, GW, and WG Zones)

Provo City staff recommend approval on this item.

This ordinance amendment will not decrease the design requirements that are already in the signage code, all tenant-identification signs on 5-story+ buildings must still meet those requirements.

It will help to meet the goals of the General Plan.



Proposed Text 14.38.105 (2)(e)(i)(B)

14.38.105 Signs Permitted in the Downtown (DT1, DT2, ITOD, GW, and WG Zones)

Signs within the General Downtown (DT1), Downtown Core (DT2), Interim Transit Oriented Development (ITOD), Gateway West (GW), and West Gateway (WG) zones shall be regulated by the following provisions. Any signs, or types of sign, not expressly allowed by this Section are prohibited.

1. Wall signs shall comply with the following requirements:

e. Tenant Identification Signs.

i. Number.

A. For buildings two (2) to four (4) stories in height: one (1) sign per building facade facing a public street.

B. For buildings five (5) stories or greater in height: ~~two (2)~~ three (3) signs per building facade facing a public street.

ii. Type. Signs shall consist of individual letters or logos (signs shall not consist of sign cabinets).

iii. Area. The sign shall not exceed fifty (50) square feet in area.

iv. Location. The sign shall be located on the story immediately below the building step-back, if present, on the second floor of a two (2) story building, or below the top floor of a building greater than two (2) stories in height.

v. Projection. Sign shall not project greater than eighteen (18) inches from the facade.

vi. Illumination. Internal and external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.

vii. Size of Lettering. Letters shall not exceed three (3) feet in height.

Provo City Planning Commission

Report of Action

February 14, 2024

*Item 1	Charles Matheny requests an Ordinance Text Amendment to Subsection 14.38.105(1)(e), Provo City Code, to change the number of allowable tenant wall signs from two (2) to three (3). Downtown Neighborhood. Mary Barnes (801) 852-6408 mabarnes@provo.org PLOTA20240014
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The following action was taken by the Planning Commission on the above-described item at its regular meeting of February 14, 2024:

RECOMMENDED APPROVAL

On a vote of 5:1, the Planning Commission recommended that the Municipal Council approve the above noted application.

Motion By: Andrew South

Second By: Robert Knudsen

Votes in Favor of Motion: Robert Knudsen, Daniel Gonzales, Jonathan Hill, Barbara DeSoto, and Andrew South.

Votes against the Motion: Lisa Jensen

Daniel Gonzales was present as Chair.

- Includes facts of the case, analysis, conclusions, and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

TEXT AMENDMENT

The text of the proposed amendment is attached as Exhibit A.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

- The Coordinator Review Committee (CRC) has reviewed the application and given their approval.

NEIGHBORHOOD MEETING DATE

- This application affected the Downtown Zones. Neighborhood District 5 has requested that the applicant give a short presentation about the amendment in their upcoming meeting on March 20th. The applicant has agreed to attend this meeting.

NEIGHBORHOOD AND PUBLIC COMMENT

- The neighborhood Chair was not present or did not address the Planning Commission during the hearing.
- This item does affect multiple neighborhoods.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- There were no comments from the public at the hearing.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Charles Matheny addressed the commission, stating that this sign ordinance amendment is to help complete the signage theme for Harris Investment Group at 89 N University Ave.
- The applicant wants to co-brand the building as the Wells Fargo and Harris Investment Group building.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Commissioner Jensen was concerned about the existing number of signs on the building. Staff explained that the lower-level wall signs are governed by different wall sign designations within 14.38.105.
- Commissioner Jensen brought up the following concerns:
 - An additional sign on 5 story+ buildings in the Downtown zones could clutter the building facade. If there are three different tenants in one building, having three different signs on the top levels could make an unattractive building façade.
 - The sign itself could be unattractive.
 - A building/property owner could designate a certain sign as a "building identification" sign (14.38.105 (1)(d)), and then have another two (or three) tenant identification signs on a 5 story+ building.
- Commissioner Gonzales was comfortable with the ordinance amendment, although increasing the number of signs on a building may not increase aesthetics.
- Commissioner Hill stated that this is a relatively small change, and this is an area where he feels comfortable being flexible.



Planning Commission Chair



Director of Development Services

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to Development Services, 445 W Center Street, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

Exhibit A

14.38.105 Signs Permitted in the Downtown (DT1, DT2, ITOD, GW, and WG) Zones.

Signs within the General Downtown (DT1), Downtown Core (DT2), Interim Transit Oriented Development (ITOD), Gateway West (GW), and West Gateway (WG) zones shall be regulated by the following provisions. Any signs, or types of sign, not expressly allowed by this Section are prohibited.

- (1) Wall signs shall comply with the following requirements:
 - (a) Ground level businesses with individual front door entrances fronting public streets.
 - (i) *Number.* One (1) sign per business storefront.
 - (ii) *Area.* Two (2) square feet of sign for each foot of linear building facade.
 - (iii) *Location.* Sign shall be located on the first or second story facade.
 - (iv) *Projection.* Signs shall not project more than eighteen (18) inches from the facade.
 - (v) *Illumination.* Internal or external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.
 - (b) Building directory signs:
 - (i) May be located on an exterior wall next to a public entrance or within the common entrance of the building.
 - (ii) If located on an exterior wall, such directory signs shall not exceed nine (9) square feet and copy shall not exceed one (1) inch in height.
 - (iii) One (1) directory sign for each building facade with a public entrance is permitted.
 - (c) Building identification signs for buildings three (3) to four (4) stories in height:
 - (i) *Number.* One (1) sign per building facade consisting of individual letters (signs shall not consist of sign cabinets). No building shall be deemed to have more than four (4) facades.
 - (ii) *Area.* Two (2) square feet of sign for each linear foot of building facade.
 - (iii) *Location.* Shall be located on the top story of the building.
 - (iv) *Projection.* Sign shall not project greater than eighteen (18) inches from the facade.
 - (v) *Illumination.* Internal or external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.
 - (vi) *Size of Lettering.* Letters are limited to two (2) feet in height.

(d) Building identification signs for buildings greater than five (5) stories in height:

(i) *Number.* One (1) per building facade consisting of individual letters (signs shall not consist of sign cabinets). No building shall be deemed to have more than four (4) facades.

(ii) *Area.* Four (4) square feet of sign for each linear foot of building facade.

(iii) *Location.* Shall be located on one of the top two (2) stories and not project above the wall line.

(iv) *Projection.* Sign may not project greater than eighteen (18) inches from the facade.

(v) *Illumination.* Internal or external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.

(vi) *Size of Lettering.* Letters shall not exceed four (4) feet in height.

(e) *Tenant Identification Signs.*

(i) *Number.*

(A) For buildings two (2) to four (4) stories in height: one (1) sign per building facade facing a public street.

(B) For buildings five (5) stories or greater in height: ~~two (2)~~ three (3) signs per building facade facing a public street.

(ii) *Type.* Signs shall consist of individual letters or logos (signs shall not consist of sign cabinets).

(iii) *Area.* The sign shall not exceed fifty (50) square feet in area.

(iv) *Location.* The sign shall be located on the story immediately below the building step-back, if present, on the second floor of a two (2) story building, or below the top floor of a building greater than two (2) stories in height.

(v) *Projection.* Sign shall not project greater than eighteen (18) inches from the facade.

(vi) *Illumination.* Internal and external illumination is permitted. Externally lit signs shall be illuminated only with stationary, shielded light sources directed solely onto the sign without causing glare.

(vii) *Size of Lettering.* Letters shall not exceed three (3) feet in height.