

TOOELE CITY CORPORATION

RESOLUTION NO. 2026-52

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A WATER CERTIFICATE AND LAND DONATION AGREEMENT WITH OKOA CAPITAL, LLC, TOOELE 90, LLC, AND THE TOOELE CITY WATER SPECIAL SERVICE DISTRICT FOR THE ACCEPTANCE OF APPROXIMATELY 177.9 ACRES OF REAL PROPERTY AND REGULATION OF 161.0 ACRE- FEET OF WATER RIGHTS CREDITS.

WHEREAS, Okoa Capital, LLC ("Owner") is the fee simple owner of approximately 177.9 acres of real property located within Tooele County, State of Utah (the "Donation Land"); and,

WHEREAS, the Tooele City Water Special Service District ("District") and Owner (as successor in interest to Craig Anderson and Laura Anderson) are parties to a Well Development Agreement, License and Option dated May 1, 2002 (the "Option Agreement", attached as Exhibit A), under which 161.0 acre-feet of water rights credits were issued under prior certificates; and,

WHEREAS, Owner desires to donate and convey the Donation Land to Tooele City by special warranty deed for park, recreational, open space, and other municipal public purposes, with the express restriction that the Donation Land shall not be used for residential development; and,

WHEREAS, in consideration for said land donation, the City and the District agree to amend Section 10 of the Option Agreement (constituting a novation thereof) and re-issue a Water Rights Credit Certificate for 161.0 acre-feet of Water Rights Credits to Owner, subject to defined transfer procedures and geographic use restrictions; and,

WHEREAS, under the terms of the Water Certificate and Land Donation Agreement (the "Agreement", attached as Exhibit B), at least 40.0 acre-feet of the Water Rights Credits must be restricted for use within the designated "Tooele Priority Area" and cannot be transferred into the general Municipal Area, while the remaining balance (up to 121.0 acre-feet) may be used within the existing service area of Tooele City; and,

WHEREAS, the City Council finds that the terms of the Agreement serve the health, safety, and general welfare of the residents of Tooele City;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached as Exhibit B with Okoa Capital, LLC, Tooele 90, LLC, and the Tooele City Water Special Service District is hereby approved.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 5th day of August, 2026.

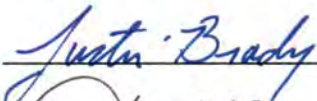
TOOELE CITY COUNCIL

(For)

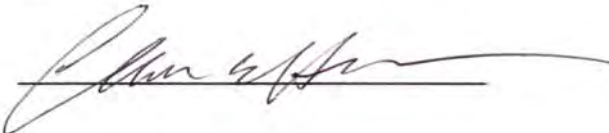
(Against)



Melodi Stches





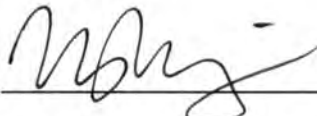


ABSTAINING: _____

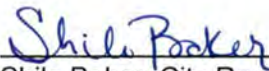
MAYOR OF TOOELE CITY

(Approved)

(Disapproved)



ATTEST:



Shilo Baker, City Recorder



Approved as to Form: 

Matthew C. Johnson, City Attorney

EXHIBIT A

2002 Option Agreement

JUL 11 3

WELL DEVELOPMENT AGREEMENT, LICENSE, AND OPTION

WHEREAS, the **Tooele City Water Special Service District** (hereinafter the "District") desires to enhance, protect, and manage to the best of its ability its water resources, including water rights, water sources, and water storage and distribution facilities; and,

WHEREAS, the District, in cooperation with the United States Geological Survey (hereinafter "USGS") has drilled a test well (hereinafter the "Test Well"), pursuant to that certain Memorandum of Agreement with Laura and Craig Anderson dated March 2, 2001, and now desires to drill a production well (hereinafter the "Well") at a location (hereinafter the "Well Site") being geographically described approximately as follows:

The Well Site: South 3000 feet and East 1200 feet from the northwest corner of Section 33, T3S, R4W, SLBM.

WHEREAS, the District desires to purchase an approximately one (1)-acre parcel (hereinafter referred to as the "Well Property") of the Owners' property in the immediate vicinity of the above-described Well Site. The District further desires to acquire access and maintenance easements to the Well Site and associated facilities for purposes of drilling and maintaining the Well and the Well Property, constructing and maintaining any associated water transmission line, and protecting the Well as a Tooele City culinary water source; and,

WHEREAS, **Craig and Laura Anderson**, of 7499 Foothill Drive, Lake Point, Utah, the owners (hereinafter the "Owners"; the Owners and the District are sometimes referred to hereinafter as the "Parties") of the Well Property, desire to allow the District to develop a water source on the Well Property in exchange for the considerations described below, which consideration the Parties acknowledge and agree to be sufficient:

NOW, THEREFORE, the Owners and the District hereby agree as follows:

1. Test Well #1. The District agrees to cap the test well (Test Well #1) described in that certain Memorandum of Agreement, between the District and Laura and Craig Anderson, dated October 5, 2000. Test Well #1 is located on the west bench of Two O'Clock Mountain east of State Road 36, approximately midway between 900 South Street and Coleman Street, in Tooele City. Capping shall be performed at an approximate depth of five (5) feet and pursuant to Utah Division of Drinking Water standards and specifications. Test Well #1 is not the same as the test well (Test Well #2) drilled at or near the Well Site.
2. Test Well #2. The Test Well drilled at or near the Well Site is and shall remain the property of the District.
3. Irrevocable License. For purposes of accessing and maintaining the Well, the Well Site, and the Well Property, and for drilling the Well, the Owners hereby grant to the District an

Irrevocable License to use reasonably located portions of the Owners' property. Upon the dedication of rights-of-way which provide the reasonable access required and/or upon recordation of easements which provide the reasonable access, and upon conveyance of the Well Property, as further described below, the Irrevocable License shall be automatically terminated and shall be of no further force or effect. No additional consideration shall be required for the Irrevocable License.

4. Production Well. The Owners agree to allow the District to drill the Well at the approximate location of the Well Site and on the Well Property, and to allow the District to change the point of diversion of water rights to the Well. In consultation with USGS, the District agrees to locate and drill the Well as close to the base of the mountainside as possible so as to minimize the amount of the Owners' developable property (hereinafter the "Development Property"). Drilling the well and transferring water rights shall be in the sole discretion of the District. For clarification purposes, the Development Property includes all of Owners' property fronting Utah SR-36 from Settlement Canyon Road in Tooele City south to Tooele City's current southern boundary on the east side of SR-36, which boundary corresponds with the rear property lines of the residents on the south side of 1220 South Street in Tooele City, and which is at a thirty percent (30%) or less slope.
5. Pump House. Any pump house or other structure constructed upon the Well Property shall be constructed of materials that are consistent with the color of the surrounding terrain.
6. Easements. To the extent that platted rights-of-way platted do not provide reasonable access to the Well Property or any transmission lines, the Owners shall convey to the District easements (hereinafter the "Easements") for purposes of accessing the Well Property and of accessing and maintaining any transmission lines associated with the Well. The location of the Easements shall be reasonable in light of the District's need to efficiently operate its culinary water distribution systems and to accommodate the development potential of the Development Property. The Easements shall be twenty (20) feet wide, unless otherwise agreed to in writing by the Parties. The Parties may abandon and/or transfer the Easements, without further authorization of the Tooele City Council, to locations mutually agreed upon by the Parties. However, in the event that an Easement associated with any installed improvement (e.g., transmission line) is relocated due to development of the Development Property, all costs associated with the relocation of the improvement shall be borne by the Owners or their successors and assigns. The District shall arrange for and pay the costs associated with the preparation (including surveys) and recordation of the Easements in their initial locations. The Owners shall pay the costs associated with the preparation (including surveys) and recordation of any relocated Easements. No additional consideration shall be required for the Easements.
7. Well Property Purchase. Upon completion of the Well, the Owners shall convey to the District approximately one (1) acre of property (the Well Property) reasonably configured with the Well and Well Site at the approximate center of the Well Property. The exact area of the Well Property shall be determined by following a 100-foot radius from the Well, forming a circle, and then squaring off the circle. The determination of "approximate center" shall be made in light of geologic and topographic considerations. Conveyance of the Well Property shall be by Warranty Deed. The consideration for the Well Property shall be

\$25,000 cash per acre. The District shall pay the costs of surveying the Well Property.

8. Taxes. The District agrees to pay any and all "rollback" taxes assessed to the Well Property as a result of this Agreement. Payment of any "rollback" taxes shall be made by reducing the Well Property purchase price (\$25,000) by the amount of the taxes.
9. Future Development Costs. The Owners acknowledge that the presence of the Well and Well Property may affect the cost of planning and constructing infrastructure and utilities. The Owners agree that any cost difference is de minimus, and that the District shall have no obligation to compensate any party for future Development Property infrastructure and/or utility cost increases attributable to the Well, the Well Property, or the location of either.
10. Municipal Water Rights Certificates. The District hereby grants to the Owners a four (4)-year Option to purchase Municipal Water Rights Certificates (hereinafter the "Certificates"), the form of which is attached as **Exhibit A**. The cost of each Certificate shall be \$2,500 for each acre-foot of municipal water rights represented by the Certificate. The water rights represented by the Certificates shall be used on the Development Property only, and shall not be transferrable to any other location. The Certificates, however, may be assigned by the Owner to third parties so long as the location limitation is equally assigned. The District agrees that the water rights purchased from the District by the Owners under previous agreements may be reconveyed to the District in exchange for Certificates of an equal quantity of municipal water rights. In the event that the Owners or their successors or assigns do not wish to use the water rights for development of the Development Property, the District shall have the right to buy back the water rights Certificates at the same price (\$2,500) per acre-foot. The District and the Owners shall each bear 50% of all transaction costs incurred by the District associated with the preparation and delivery of the Certificates. The Owners shall not charge to the District any costs without the District's prior written consent.
11. Closing. Closing of the Well Property conveyance transaction shall be at a local title company, within a reasonable time after completion of the Well. Each party shall pay 50% of the closing costs, which costs shall include title insurance, deed preparation, recordation, and other standard title company closing costs.
12. Future Water Distribution. The District, in its sole discretion, may construct a water distribution line from its Water Tank #5 to Settlement Canyon. (The word "may" shall be construed to connote both discretionary intent and permissiveness.) This distribution line would be intended to serve Tooele County facilities, the Canyon Rim subdivisions, and existing residential developments. The costs of design, construction, and easement acquisition associated with the distribution line will, therefore, involve proportionate financial participation by Tooele County, Canyon Rim Development L.C., and the District or Tooele City, respectively. The District in its sole discretion shall determine the timing and location of all portions of the distribution line located off the Development Property.

If constructed, the line is anticipated to be able to make culinary water available to the Development Property. The District agrees that any such distribution line shall be sized to accommodate the future anticipated reasonable culinary water demands of the Development Property. The location of the portions of the distribution line located on the Development

Property shall be determined in light of the District's need to efficiently operate its culinary water distribution systems and to accommodate the development potential of the Development Property.

The Parties agree that the amount of the Owners' financial participation (hereinafter "Reimbursement") in the costs of design of, construction of, and easement acquisition for the distribution line shall be determined by the District and Tooele City pursuant to Tooele City Code Chapter 7-11 (Site Plan/Design Review), Chapter 7-19 (Subdivisions), and other applicable provisions of Tooele City Code, as amended. Any Reimbursement shall be paid prior to the issuance of a building permit associated with an approved development application.

The Owners understand that, pursuant to the regulations cited above, any development applicant will be required to provide permanent easements and rights-of-way to the District, at no cost to the District or Tooele City, for access to and maintenance of all public improvements¹, including the distribution line referred to above. The easements and rights-of-way shall be conveyed (i.e., by deed) or dedicated (i.e., by recorded plat) as a condition to final subdivision plat and/or site plan approval.

13. Drinking Water Source Protection. The Owners understand that the District's ability to drill the Well is contingent upon the State of Utah approving the District's Drinking Water Source Protection Plan (hereinafter the "Plan") for the Well, which Plan is required by State of Utah. Further, the State requires evidence of the landowner's agreement with the Plan. The following language, together with the Owners' signatures to this Agreement, shall constitute the Owners' acceptance of the Plan as required by the State of Utah:

"We, the undersigned landowners, acknowledge the Drinking Water Source Protection Plan for the Tooele City, Anderson Well (Well No. 14). We agree not to locate or allow the location of any uncontrolled potential contamination sources, as defined in R309-600-6(1)(u) of the Utah Administrative Code, within zone one.

"We also agree not to locate or allow the location of any pollution sources, as defined in R309-600-6(1)(t) of the Utah Administrative Code, within zone two unless design standards are implemented to prevent contaminated discharges. This agreement is binding on all heirs, successors, and assigns."

The Owners understand that development in the vicinity of the Well will be also subject to the Tooele City Drinking Water Source Protection Ordinance (see the Ordinance attached as **Exhibit B**).

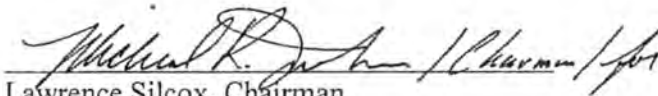
14. Development Regulations. Nothing in this Agreement shall exempt the Owners from complying with all Tooele City development regulations. The regulations applicable to the Owners and their successors and assigns, including the regulation attached in **Exhibit B**, shall be those regulations in effect at the time a completed development application is

¹ The words "Public Improvements" are defined in Tooele City Code Section 7-1-5, as amended, to include roads, curb and gutter, park strips, park strip trees, sidewalks, water lines, sewer lines, irrigation lines, etc. This list is not exclusive.

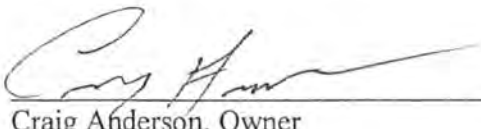
submitted to Tooele City.

15. Dispute Resolution. The Owners and the District agree to resolve any disputes through mediation, the results of which shall be binding upon the Parties.
16. Binding Effect. This Agreement shall be binding upon all successors and assigns.
17. Precedential Value. Neither this Agreement nor any provision thereof shall be deemed to possess any precedential value or to create a precedent in any way.
18. Entire Agreement and Merger. The present document, entitled Well Development Agreement, License, and Option, constitutes the entire agreement between the Parties, and may not be amended except in writing, signed by both Parties. Upon execution of this Agreement, that certain Memorandum of Agreement between the Parties, dated March 2, 2001, shall become void and of no further force or effect, and that certain Memorandum of Agreement between the Parties, dated October 5, 2000, shall be void and of no further force or effect.

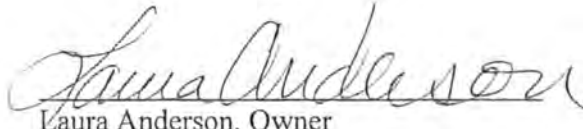
Executed as of the **1st day of May, 2002**, which date shall be the effective date of this Well Development Agreement, License, and Option.



Lawrence Silcox, Chairman
Tooele City Water Special Service District



Craig Anderson, Owner



Laura Anderson, Owner

Approved as to Form:



Roger Baker, Water District Attorney

EXHIBIT A

FORM OF WATER RIGHTS CERTIFICATE

TOOELE CITY WATER SPECIAL SERVICE DISTRICT

WATER RIGHTS CERTIFICATE

This WATER RIGHTS CERTIFICATE is issued in conformance with the terms and provisions of that certain Well Development Agreement, License, and Option (hereinafter the "Agreement"), authorized by Resolution 2002-02 of the Tooele City Water Special Service District approved on May 1, 2002, entered into by and between the Tooele City Water Special Service District (the "District") and Craig and Laura Anderson, said Agreement being effective as of May 1, 2002, a copy of which Agreement is affixed as Attachment 1 hereto and incorporated herein.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants contained in the Agreement, hereby certifies as follows:

1. Water Rights Dedication Credits. Craig and Laura Anderson (the "Holder"), and their legal successors-in-interest and assigns, are hereby entitled to receive water rights conveyance credit in full satisfaction of the water rights dedication requirements of Tooele City Code Chapter 7-26, as amended, (the "Ordinance"), for the equivalent of a total of ____ acre-feet of municipal water rights (the "Water Rights Credits"), for which the Holder has paid the sum of \$ _____.

2. Transfer of Interests Herein to Subsequent Holders. This Water Rights Certificate or any ownership interest herein, may be transferred, in whole or in part, in conformance with the following:

(a) Prior to the transfer of this Water Rights Certificate, or any interest herein, to any transferee, other than to the District, in satisfaction of the water right dedication requirements of the Ordinance, the transferor shall first send written notice of the proposed transfer to the Tooele City Public Works Director, containing the name of the current Holder, the name and address of the proposed transferee, and the number of Water Rights Credits hereunder to be transferred. The Public Works Director shall send a written acknowledgment of the notice to transferor, and therein verify the number of Water Rights Credits hereunder which are then remaining on account according to the records of Tooele City and authorized under the transfer. Authorization of the transfer by the Tooele City Public Works Director shall not be unreasonably withheld or delayed.

(b) The transfer of this Water Rights Certificate shall be accomplished pursuant to a written assignment, in the form attached as Attachment 2 hereto, which shall set forth the name and address of the transferor, the name and address of the transferee, and the number of Water Rights Credits to be transferred pursuant to such assignment. The assignment shall be signed by the transferor and the transferee, with said signatures being duly acknowledged, and shall be authorized by signature of the Tooele City Public Works Director thereon. A copy of this Water Rights Certificate shall be affixed to the assignment at the time of delivery thereof by the transferor to the transferee.

(c) The original of the duly executed and acknowledged assignment shall be delivered to the Tooele City Public Works Director and a copy thereof shall be retained by the transferee. The original assignments shall be retained of record by the Tooele City Public Works

Director, which record shall be conclusive as to the ownership of Water Rights Credits under this Water Rights Certificate.

(d) No assignment of any ownership interest herein in excess of the total number of Water Rights Credits authorized herein shall be effective.

3. Transfer of Interests Herein to the District Pursuant to Ordinance. The requisite number of Water Rights Credits under this Water Rights Certificate necessary to satisfy the water right dedication requirements of the Ordinance for a particular rezoning application or real estate development application shall be conveyed by the Holder hereof by assignment to the District in conformance with the procedures set forth in Paragraph 2 above.

4. Termination. All rights under this Water Rights Certificate shall terminate and this Water Rights Certificate shall be deemed canceled at such time as the ownership interest representing the last Water Rights Credits available hereunder is transferred to the District.

ISSUED this ____ day of _____, 2006.

TOOELE CITY WATER SPECIAL SERVICE DISTRICT

By: _____
Chairman, Board of Directors

ATTACHMENT I

WELL DEVELOPMENT AGREEMENT, LICENSE, AND OPTION

ATTACHMENT 2

ASSIGNMENT OF OWNERSHIP INTEREST
IN WATER RIGHTS CERTIFICATE

_____, whose address is _____
("Transferor"), hereby transfers and assigns to _____ whose address is _____
_____, (Transferee"), all of transferors right, title, estate and interest in and
to a portion of that certain Water Rights Certificate originally issued by the Tooele City Water
Special Service District to Craig and Laura Anderson, dated the ____ day of _____, 20____,
in an amount representing _____ equivalent acre-feet of municipal water rights (the "Water
Rights Credits". The Transferor shall be required to pay, as a condition to this Assignment, all costs
and expenses incurred by the District in connection with this Assignment, in the amount set forth
below.

DATED this ____ day of _____ 20____.

TRANSFEROR:

(Print Name)

(Sign Name)

TRANSFeree:

(Print Name)

(Sign Name)

AUTHORIZED BY TOOEELE CITY WATER SPECIAL SERVICE DISTRICT

By: _____
Tooele City Public Works Director

(ACKNOWLEDGEMENTS ON NEXT PAGE)

ACKNOWLEDGMENTS

STATE OF UTAH)
)ss.
County of _____)

On the ____ day of _____, 20____, personally appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Transferor, and who acknowledged that he executed it.

NOTARY PUBLIC

STATE OF UTAH)
)ss.
County of _____)

On the ____ day of _____, 20____, personally appeared before me _____, Personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Transferee, and who acknowledged that he executed it.

NOTARY PUBLIC

EXHIBIT B

TOOELE CITY CODE CHAPTER 9-5 (DRINKING WATER SOURCE PROTECTION)

CHAPTER 5. DRINKING WATER SOURCE PROTECTION.

- 9-5-1. Short Title and Purpose.
- 9-5-2. Definitions.
- 9-5-3. Establishment of Drinking Water Source Protection Zones.
- 9-5-4. Permitted Uses.
- 9-5-5. Prohibited Uses.
- 9-5-6. Drinking Water Source Protection Requirements.
- 9-5-7. Administration.

9-5-1. Short Title and Purpose.

(1) This ordinance shall be known as the "Drinking Water Source Protection Ordinance."

(2) The purpose of this ordinance is to ensure the provision of a safe and sanitary drinking water supply to the residents of Tooele City who receive water for culinary and domestic use from the City by the establishment of drinking water source protection zones surrounding the wellheads and springs for all wells and springs used by the City and by the designation and regulation of property uses and conditions that may be maintained within such zones.

9-5-2. Definitions

(1) When used in this ordinance the following words and phrases shall have the meanings given in this Section:

(a) "Design Standard" means a control that is implemented by a potential contamination source to prevent discharges to the groundwater. Spill protection is an example of a design standard.

(b) "Drinking Water Source Protection (DWSP) Zone" means the surface and subsurface area surrounding a groundwater source of drinking water supplying a public water system through which contaminants are reasonably likely to move toward and reach such groundwater source.

(c) "Groundwater Source" means any well, spring, tunnel, adit, or other underground opening from or through which groundwater flows or is pumped from subsurface water-bearing formations.

(d) "Pollution source" means point source discharges of contaminants to groundwater or potential discharges of the liquid forms of "extremely hazardous substances" which are stored in containers in excess of "applicable threshold planning quantities" as specified in SARA Title III. Examples of possible pollution sources include, but are not limited to, the following: storage facilities that store the liquid forms of extremely hazardous substances, septic tanks, drain fields, class V

(g) "Sanitary Landfill" means a disposal site where solid wastes, including putrescible wastes, or hazardous wastes, are disposed of on land by placing

underground injection wells, landfills, open dumps, land filling of sludge and septage, manure piles, salt piles, pit privies, drain lines, and animal feeding operations with more than ten animal units.

(i) The following definitions clarify the meaning of "pollution source:"

(A) "Animal feeding operation" means a lot or facility where the following conditions are met: animals have been or will be stabled or confined and fed or maintained for a total of 45 days or more in any 12 month period, and crops, vegetation forage growth, or post-harvest residues are not sustained in the normal growing season over any portion of the lot or facility. Two or more animal feeding operations under common ownership are considered to be a single feeding operation if they adjoin each other, if they use a common area, or if they use a common system for the disposal of wastes.

(B) "Animal unit" means a unit of measurement for any animal feeding operation calculated by adding the following numbers; the number of slaughter and feeder cattle multiplied by 1.0, plus the number of mature dairy cattle multiplied by 1.4, plus the number of swine weighing over 55 pounds multiplied by 0.4, plus the number of sheep multiplied by 0.1, plus the number of horses multiplied by 2.0.

(C) "Extremely hazardous substances" means those substances which are identified in the Sec. 302(EHS) column of the "TITLE III LIST OF LISTS - Consolidated List of Chemicals Subject to Reporting Under SARA Title III," (EPA 560/4-91-011). A copy of this document may be obtained from: Section 313 Document Distribution Center, P.O. Box 12505, Cincinnati, OH 45212.

(e) "Potential contamination source" means any facility or site which employs an activity or procedure which may potentially contaminate groundwater. A pollution source is also a potential contamination source.

(f) "Public water system" means a system, either publicly or privately owned, providing water for human consumption and other domestic uses, which:

(i) Has at least 15 service connections, or

(ii) Serves an average of at least 25 individuals daily at least 60 days out of the year.

Such term includes collection, treatment, storage and distribution facilities under control of the operator and used primarily in connection with the system. Additionally, the term includes collection, pretreatment or storage facilities used primarily in connection with the system but not under such control.

earth cover thereon.

(h) "Sanitary sewer line" means a pipeline that connects a residence or other building with a

sanitary sewer.

(i) "Septic tank/drain-field system" means a system which is comprised of a septic tank and a drain field which accepts domestic wastewater from buildings or facilities for subsurface treatment and disposal. By their design, septic tank/drain field system discharges cannot be controlled with design standards.

(j) "Spring" means the ground surface outlet of a natural underground spring including Spring collection and control boxes, valves, piping and other attachments.

(k) "Storm water infiltration structure" means a structure that is intended to discharge storm water so that it infiltrates groundwater.

(l) "Underground storage tanks" means underground tanks used for the storage of gas, oil, or other hazardous substances.

(m) "Wellhead" means the physical structure, facility, or device at the land surface from or through which groundwater flows or is pumped from subsurface, water-bearing formations.

9-5-3. Establishment of Drinking Water Source Protection Zones.

(1) There is hereby established the following four use districts to be known as drinking water source protection zones one, two, three, and four:

(a) "Zone one" is the area within a 100-foot radius from the wellhead or margin of the collection area.

(b) "Zone two" is the area within a 250-day groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

(c) "Zone three" is the area within a 3-year groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

(d) "Zone four" is the area within a 15-year groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

9-5-4. Permitted Uses.

(1) In Zones One, Two, Three, and Four, each use established before the effective date of this Ordinance, and uses incidental and accessory to such use, may be

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to

continued in the same manner thereafter, provided that such use is not determined by any court of competent jurisdiction to be a nuisance under the provisions of federal, state, and/or local laws or regulations.

(2) In addition to the uses permitted under 9-5-4(1) herein, the following uses, including uses incidental and accessory to that use, shall be allowed within the respective drinking water source protection zones:

(1) Zone One.

(a) No uses in addition to that allowed under 9-5-4(1) herein are allowed in Zone One.

(2) Zone Two.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance, provided that such uses are connected to a sanitary sewer system.

(3) Zone Three.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance.

(4) Zone Four.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance.

(b) The tilling of the soil and the raising of crops, provided that the use of fertilizers and pesticides is accomplished within applicable federal, state, and/or local requirements.

(c) The pasturing of livestock, provided all forage is raised on the pastured area.

(d) In addition to the permitted uses specified in 9-5-4(1) and (2) herein, certain of the uses prohibited in Zones Two, Three, and Four pursuant to 9-5-5 herein may be allowed in Zones Two, Three, and Four, respectively, if design standards are implemented for the specific use that will prevent contaminated discharges to groundwater.

9-5-5. Prohibited Uses.

(1) Subject to 9-5-4(d) herein, the following uses are prohibited within the following drinking water source protection zones:

(a) Zone One. All uses that fall within the definition in this Ordinance of "pollution source" or "potential contamination source," including the following, are prohibited in Zone One:

inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

(iv) Septic tanks/drain field systems

(v) Sanitary sewer lines within 150

feet of a wellhead or spring collection area.

(vi) Underground storage tanks.

(vii) Storm water infiltration structures.

(viii) Any pollution source as defined herein or in Rule 309-113-101, as amended, of the Division of Drinking Water's drinking water source protection regulations.

(ix) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(b) Zone Two.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

(iv) Septic tanks/drain field systems

(v) Sanitary sewer lines within 150 feet of a wellhead or spring collection area.

(vi) Underground storage tanks.

(vii) Storm water infiltration structures.

(viii) Any pollution source as defined herein or in Rule 309-113-101, as amended, of the Division of Drinking Water's drinking water source protection regulations.

(ix) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(c) Zone Three.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming

applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

(iv) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(d) Zone Four.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

9-5-6. Drinking Water Source Protection Requirements

Following the effective date of this Ordinance, no building permit or other form of approval from the City to develop or use real property within the City shall be issued until the applicant establishes that its proposed development or use of real property complies with the requirements of this Ordinance.

9-5-7. Administration

The policies and procedures or administration of any drinking water source protection zone established under this ordinance, including without limitation those applicable to nonconforming uses, variances and exceptions, and enforcement and penalties, shall be the same as provided in the existing zoning ordinance for Tooele City, Utah, as the same is presently enacted or may from time to time be amended.

EXHIBIT B

Agreement with Okoa, LLC,
Tooele 90, LLC, and
Tooele City Water Special Services District

WATER CERTIFICATE AND LAND DONATION AGREEMENT

This **WATER CERTIFICATE AND LAND DONATION AGREEMENT** (this “**Agreement**”) is executed as of this ____ day of _____, 2026 (the “**Effective Date**”) by and among **TOOELE 90 LLC**, a Utah limited liability company (“**Developer**”), **OKOA CAPITAL, LLC**, a Utah limited liability company (“**Owner**”), the **TOOELE CITY CORPORATION**, a Utah municipal corporation (“**City**”), and the **TOOELE CITY WATER SPECIAL SERVICE DISTRICT**, a political subdivision of the State of Utah (“**District**”). Developer, Owner, City, and District may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. Owner is the fee simple owner of approximately 177.9 acres of real property located in Tooele County, State of Utah (the “**Donation Land**”), which is more particularly described on Exhibit A attached hereto and generally depicted on Exhibit A-1 attached hereto.

B. District and Owner (as successor in interest to Craig Anderson and Laura Anderson (collectively, the “**Initial Owner**”)), are parties to that certain Well Development Agreement, License, and Option dated May 1, 2002 (as amended, the “**Option Agreement**”), pursuant to which District, among other things, granted Initial Owner an option to acquire certain water rights credits (the “**Option**”). This Agreement shall amend and constitute a novation of Section 10 of the Option Agreement and only the terms set forth in this Agreement shall apply after the Effective Date with respect to the terms set forth herein. In the event of a conflict between the Option Agreement and this Agreement, this Agreement shall control.

C. In accordance with the Option Agreement, upon Initial Owner’s exercise of the Option, District granted to Initial Owner one hundred sixty one (161) acre-feet of water rights credits (the “**Water Rights Credits**”), evidenced by a (i) Water Rights Certificate issued April 10, 2006, for one hundred thirteen (113) acre-feet of water rights credits, and a (ii) Water Rights Certificate issued May 1, 2006, for forty eight (48) acre-feet of water rights credits (each referred to herein individually as a “**Prior Certificate**” and collectively as the “**Prior Certificates**”).

D. Owner is the successor in interest to the Prior Certificates as the fee owner of the land described in the Option Agreement.

E. Owner desires to convey the Donation Land to City for park, recreational, open space, and other public purposes as determined by City, and City desires to accept such conveyance for public use, in exchange for City and District’s willingness to permit the sale and use of the Certificates (defined below) for Water Credits, pursuant to the terms outlined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. Recitals. The Parties acknowledge that the Recitals are accurate and that they are a part of this Agreement.

2. Issuance of Certificates Within thirty (30) business days after the Effective Date, District shall issue to Owner a water rights credit certificate for One Hundred Sixty-One (161.0) acre feet of Water Rights Credits in accordance with the terms of this Agreement and in the form of Exhibit C (each referred to herein individually as a “**Certificate**” and collectively as the “**Certificates**”). The Certificate issued under this Agreement shall replace all Prior Certificates.

3. Amendment to the Option Agreement. Pursuant to Section 18 of the Option Agreement, this paragraph shall constitute an amendment to the Option Agreement. The Parties agree that the Water Rights Credits represented by the Certificate shall be used in the Use Areas (defined below), as further set forth in this Agreement. This provision shall supersede any conflicting provision of the Option Agreement, including, but not limited to, Section 10 of the Option Agreement. For avoidance of doubt, this Agreement shall constitute a novation of Section 10 of the Option Agreement and only the terms set forth in this Agreement shall apply after the Effective Date with respect to Section 10 and the terms set forth herein.

4. Sale and Use of the Water Rights Credits. The Parties shall permit the sale and use of the Water Rights Credits, in accordance with the terms of this Agreement.

a. Use Restrictions. The Water Rights Credits may be used throughout the Use Areas (defined below) depicted on Exhibit B attached hereto (the “**Use Area Map**”), in conformance with the following restrictions:

i. Priority Area. At least Forty (40) acre-feet of the Water Rights Credits must be used on property that falls within the area depicted as the “Tooele Priority Area” on the Use Area Map (the “**Priority Area**”).

ii. Municipal Area. The balance of the remaining acre-feet of the Water Rights Credits, which shall be no more than One Hundred Twenty-One (121) acre-feet of the Water Rights Credits, may be used anywhere within the existing service area of Tooele City, which area is depicted as the “Tooele Municipal Area” on the Use Area Map (the “**Municipal Area**”).

iii. The Priority Area and the Municipal Area may each individually be referred to as a “**Use Area**” or collectively, as the “**Use Areas**”.

b. Transfer and Surrender Process. The Water Rights Credits may be transferred, in whole or in part, in conformance with the following:

i. Surrender of Water Rights Credits to District to Satisfy the Water Rights Conveyance Requirements for a Specific Developments. Owner shall prepare a Surrender of Water Rights Credit Assignment Certificate, in the form of attached Exhibit C-1 hereto, which shall identify: the Water Rights Credit Assignment Certificate from which the Water Right Credits are to be surrendered for a specific development; the name, title, and address of the Owner; the Use Area of the Water Rights Credits; and, the number of Water Rights Credits to be surrendered. The Surrender shall be signed by the Owner, with said signature being duly acknowledged. Once complete, the Surrender shall be submitted to the Tooele City Public Works Director for verification that the number of Water Rights Credits which are then remaining on the active Certificate, according to the records of the City, are sufficient to cover the proposed surrender amount. Once verified, the Surrender shall be accepted by the City.

1. Owner shall provide to the City the original active Water Rights Credit Certificate for surrender, after which the City shall issue to Owner a replacement Water Rights Credit Assignment Certificate, in the form attached as Exhibit C-3 hereto, reflecting the remaining balance of the Water Rights Credits on the applicable Certificate, if any. It is stipulated and agreed that Water Rights Credits designated under this Agreement for use only within the Priority Area shall under no circumstances be allowed to be transferred into the general Municipal Area of the City. The replacement Certificate shall then become the "active" Certificate.

ii. Surrender of Water Right Credits To Transferee. Owner shall prepare a Surrender of Water Rights Credit Assignment Certificate, in the form of attached Exhibit C-2 hereto, which shall identify: the active Water Rights Credit Assignment Certificate from which the Water Rights Credits are to be transferred; the name and address of the Owner; the name and address of the Transferee; the Use Area of the Water Rights Credits; and, the number of Water Rights Credits to be transferred pursuant to such assignment. The assignment shall be signed by the Owner, with said signature being duly acknowledged. Once complete, the Surrender shall be submitted to the Tooele City Public Works Director for verification that the number of Water Rights Credits which are then remaining on the active Certificate, according to the records of Tooele City, are sufficient to cover the proposed transfer amount. Once verified, the Surrender shall be accepted by the City.

1. Owner shall provide to the City the original active Water Rights Credit Certificate for surrender, after which the City shall issue to Owner a replacement Water Rights Credit Assignment Certificate, in the form attached as Exhibit C-3 hereto, reflecting the remaining balance of the Water Rights Credits on the applicable Certificate, if any. The replacement Certificate shall then become the "active" Certificate.
2. City shall also issue a new Water Rights Credit Assignment Certificate, in the form attached as Exhibit C-3, with a unique certificate number to the transferee reflecting the new balance of the Water Rights Credits, along with the allowed Use Area of the Water Rights Credits (e.g. Priority Area vs. Municipal Area). The transferee then becomes the "Certificate Owner" of said Water Rights Credits and has all rights to the Water Rights Credits specified in the Certificate as defined in this Agreement. It is stipulated and agreed that Water Rights Credits designated under this Agreement for use only within the Priority Area shall under no circumstances be allowed to be transferred into the general Municipal Area of the City. The replacement Certificate shall then become the "active" Certificate.

iii. Each Certificate Owner shall be responsible to retain the original documents in a secure place until such time as they are surrendered to the City. The surrendered Water Rights Credit Assignment Certificate, along with a copy of all active Water Rights Credit Assignment

Certificates shall be retained of record by the Tooele City Public Works Director, which record shall be conclusive as to the ownership and transfer of Water Rights Credits under the Certificates.

iv. The number and volume of all Water Rights Credits surrendered and assigned to any particular development within the City shall be verified by the City as to their sufficiency to meet the anticipated annual culinary water demand for the specific development, and in accordance with the water right exaction requirements of the City in effect at the time of the development application.

c. Conveyance of Water Rights Credits. The Certificate Owner of any Water Rights Credits which have been transferred pursuant to Subsections 4(a) and 4(b) above may utilize the Water Rights Credits to satisfy water dedication requirements found in Title 7, Chapter 26 of the Tooele City Code.

d. Exclusive Right. All Certificate Owners of Water Rights Credits shall have the sole and exclusive right to market and sell the Water Rights Credits under their ownership to potential buyers, consistent with the transfer process and use restrictions described in this Agreement.

e. No Expiration. Water Rights Credits shall not expire, but will continue until all One Hundred Sixty-One (161) Water Rights Credits subject to this Agreement have been fully surrendered to the City.

5. Conveyance of the Donation Land.

a. On a date mutually agreed upon by the Parties, but no later than thirty (30) days from the Effective Date (the “**Delivery Date**”), Owner will deliver a special warranty deed in the form attached hereto as Exhibit D (the “**Deed**”) conveying all right, title, and interest in and to the Donation Land to City. City shall reasonably cooperate with Owner’s tax reporting for the conveyance, including by accurately executing the donee acknowledgement portion of IRS form 8283. City shall not be required to determine, represent, or agree to the fair market value of the Donation Land.

b. As of the Delivery Date, Owner covenants that the Donation Land will be free and clear of all liens and encumbrances other than a lien for real property taxes and assessments not yet due and payable, for which the Owner will be responsible.

6. Representations and Warranties of Owner. Owner hereby represents and warrants to City as follows:

a. Owner has all requisite power and authority to enter into this Agreement, to perform Owner’s obligations hereunder, and to consummate the transaction contemplated hereby.

b. Owner has duly executed and delivered this Agreement, and this Agreement constitutes a valid and binding obligation of Owner enforceable in accordance with its terms.

c. Owner is not a party to any pending action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer in any venue within or outside the United States arising from or relating to this transaction, the Donation Land or to the past or present operations and activities of Owner upon or relating to the Donation Land.

d. Owner has not placed any, and to Owner's actual knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Donation Land in violation of any Environmental Laws. For purposes of this Agreement, "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended), and any other substances regulated because of their effect or potential effect on public health and the environment, including polychlorinated biphenyls, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. For purposes of this Agreement, "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines,

e. Owner is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder.

f. Owner is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

g. Owner has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors.

h. Notwithstanding anything to the contrary in this Agreement, Owner's representations and warranties hereunder are subject to the exceptions and matters disclosed in any title commitment or report obtained for the Donation Land.

7. Representations and Warranties of City. City hereby represents and warrants to Owner as follows:

a. City warrants that the Donation Land shall not be used for any purpose outside of recreation, municipal, or other public purpose, as determined by the City. City agrees that in no event shall the Donation Land be used for residential development purposes.

b. City has all requisite power and authority to enter into this Agreement, to perform City's obligations hereunder, and to consummate the transactions contemplated hereby.

c. City is relying on its own due diligence and inspections of the Donation Land for determining if the Donation Land is suitable for its intended purposes, and is accepting the Donation Land in its "as-is" condition.

d. City has duly executed and delivered this Agreement. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires City to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon City which has not been previously obtained.

8. Representations and Warranties of Developer and District. District represents and warrants that it will issue and honor the Certificates and associated Water Rights Credits. Developer shall confirm Owner receives the Certificates and associated Water Rights Credits, as set forth in this Agreement.

9. Costs and Expenses. Owner will pay all costs and expenses associated with the conveyance of the Donation Land to City, including recording fees associated with recordation of the Deed. Owner will obtain a title insurance policy that includes the most current version of an ALTA standard coverage owner's policy, insuring that City is the owner of the Donation Land. If City elects to obtain additional title insurance coverage, City may do so at its own expense. Owner will execute such standard affidavits and other documents as may be reasonably required by the title insurance company to obtain such policy, including an affidavit stating that there are no parties in possession. City shall pay all costs and expenses associated with its investigation of the Donation Land. Each Party shall bear its own legal fees in connection with the donation and this Agreement.

10. Possession; AS-IS Conveyance. Possession of the Donation Land shall be delivered to City after recordation of the Deed. Except for any express warranties and representations set forth elsewhere in this Agreement, or the Deed, City acknowledges that City has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of Owner or any of Owner's representatives or employees relating to the Donation Land or any other aspect of the gift to City, and that City shall acquire the Donation Land in its present condition and state of repair, "AS IS" and "WHERE IS", with all defects and liabilities, latent or apparent. City has inspected and investigated all aspects of the Donation Land as City deems necessary or appropriate to City's complete satisfaction and has observed the physical characteristics and existing conditions of the Donation Land. City waives any and all objections to, complaints about, or claims regarding the Donation Land and its physical characteristics and existing conditions.

11. Exclusive Representations and Warranties; Survival of Representations and Warranties. The representations and warranties of the Parties expressly set forth in this Agreement and the Deed, constitute the sole and exclusive representations and warranties of the Parties in

connection with the donation of the Donation Land, which representations and warranties shall survive the execution of this Agreement and the conveyance of the Donation Land for a period of three (3) years.

a. Owner shall be solely responsible for determining and substantiating any tax treatment or claimed charitable deduction arising from the conveyance of the Donation Land, including obtaining any qualified appraisal.

12. Binding Effect. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

13. Attorney Fees. If either Party to this Agreement initiates or defends any legal action or proceeding with the other Party in any way connected with this Agreement, the prevailing Party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing Party or Parties in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorney fees and expert witness fees.

14. Counterparts. This Agreement may be executed in counterparts (and by different Parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email to the other Party shall be effective as delivery of a manually executed counterpart of this Agreement.

15. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with written confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 15):

if to Owner:

Okoa Capital, LLC
1441 W. Ute Blvd., Suite 130
Park City, Utah 84098
Attention: Ty Corbridge
E-mail Address: ty@okoacapital.com
Telephone No.: 702-378-1854

With a copy to Developer:

Tooele 90 LLC

881 W. State Street, Suite 140-204
Pleasant Grove, Utah 84062
Attention: Darwin Fielding
E-mail Address: darwinf08@gmail.com
Telephone No.: 435-668-0346

if to City:

Tooele City
90 N. Main Street
Tooele, UT 84074
Attn: City Recorder
Email: shilob@tooelecitey.gov
Telephone: 435-843-2111

With a copy to:

Tooele City
90 N. Main Street
Tooele, UT 84074
Attn: City Attorney
Email: attorney@tooelecitey.gov
Telephone: 435-843-2120

if to District:

Tooele City Water Special Service District
90 N. Main Street
Tooele, UT 84074
Attn: Chairman

With a copy to:

Tooele City
90 N. Main Street
Tooele, UT 84074
Attn: City Attorney
Email: attorney@tooelecitey.gov
Telephone: 435-843-2120

16. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

17. Governing Law; Venue. This Agreement shall be construed according to the laws of the State of Utah, without giving effect to its conflict of laws principles. Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts with jurisdiction over Tooele County.

18. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND AGREE THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION DESCRIBED HEREIN. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 18 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION AND THAT ANY SUCH ACTION WILL INSTEAD BE TRIED BY A JUDGE SITTING WITHOUT A JURY.

19. Entire Agreement. This Agreement and the Option Agreement constitute the entire agreement of the Parties with respect to the matters expressly addressed herein, and no prior agreement or understanding pertaining to any such matter discussed herein shall be effective for any purpose.

20. Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

[Remainder of Page Left Intentionally Blank]

IN WITNESS OF THEIR AGREEMENT, the Parties have signed this Agreement as of the Effective Date.

CITY:

TOOELE CITY CORPORATION,
a Utah municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

DISTRICT:

**TOOELE CITY WATER SPECIAL SERVICE
DISTRICT,** a political subdivision of the State of
Utah

By: _____
Name: _____
Title: _____

[Signatures Continue on Following Page]

OWNER:

OKOA CAPITAL, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

DEVELOPER:

TOOELE 90 LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Donation Land

Parcel 1:

Commencing at a point 187.59 feet West of the center of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said point being on the Westerly right of way line of Settlement Canyon Road and being also on the South line of the Northwest Quarter of said Section 33; and running thence West along said South line of the Northwest Quarter of said Section 33 1297.43 feet, more or less, to a point on the Southerly right of way line of State Highway U-36; thence Northeasterly along an arc convex to the Northwest having a radius of 5679.65 feet 393.38 feet, arc measure to a point of tangency, said line being the Southerly right of way line of State Highway U-36; thence North 57°14' East, measured along the Southerly right of way line of said State Highway 377.81 feet to the Westerly corner of the Mason property; thence South 45°25' East along said Mason property 210 feet; thence North 58°18' East along said Mason property 210 feet to the Westerly right of way line of Settlement Canyon Road; thence South 45°07'30" East along the West line of said Settlement Canyon Road 180.74 feet; thence South 41°06'30" East along the West line of said Settlement Canyon Road 159.59 feet to a point of curve; thence Southeasterly along an arc, convex to the Southeast, having a radius of 554.31 feet 103.5 feet arc measure to the point of tangency, said line being also the West line of said Settlement Canyon Road; thence South 30°24'30" East along the West line of said Settlement Canyon Road 69.33 feet to the point of beginning.

Parcel No.: 02-014-0-0017

Parcel 2:

Beginning 200 feet West of the center of Section 33, Township 3 South, Range 4 West, and running on the Southerly right of way of Settlement Canyon Road; thence West 20.5 chains to the Southeasterly roadway line of State Highway U-36; thence along said right of way line 1495 feet to the Section line; thence South 22 chains to the Southwest corner of Section 33; thence East 40 chains to the South Quarter corner; thence North 35.6 chains to South line of said Settlement Canyon Road; thence Northwesterly along said boundary of said road 5.5 chains to the point of beginning.

Less and excepting therefrom any portion of land conveyed to Tooele City Water Special Service District as described in Warranty Deed, recorded December 18, 2002, as Entry No. 192874, in Book 807, at Page 814, being more particularly described as follows:

Beginning at a point North 89°31'32" East 1373.03 feet along the section line and South 0°28'28" East 151.49 feet from the West Quarter corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 37°49'54" East 208.70 feet; thence South 52°10'06" West 208.70 feet; thence North 37°49'54" West 208.70 feet; thence North 52°10'06" East 208.70 feet to the point of beginning.

Parcel No.: 02-012-0-0005

Parcel 3:

Beginning at the Southeast corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence West 1320 feet to the Utah Power & Light Company property; thence North 70 feet; thence West 225.19 feet to the Easterly right of way of U-36; thence North 44°50' East 880 feet along said right of way line to the property conveyed to Allred; thence South 44°10' East 500 feet; thence North 44°50' East 602 feet; thence North 44°10' West 500 feet to the Easterly right of way of said U-36; thence North 44°50' East 723 feet to the section line; thence South 1650 feet to the point of beginning.

Parcel No.: 02-010-0-0011

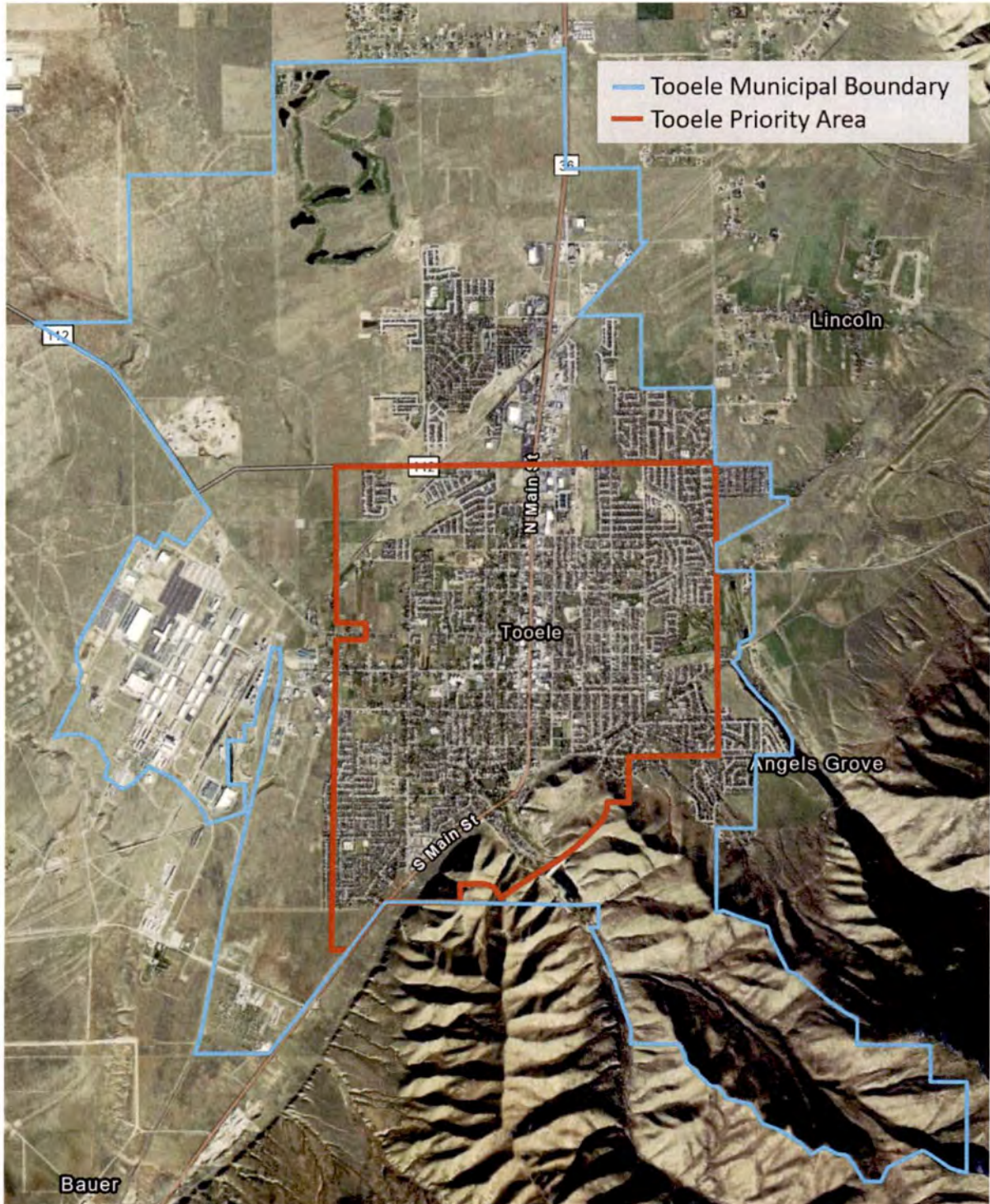
EXHIBIT A-1

General Depiction of the Donation Land



EXHIBIT B

Depiction of the Use Area Map



**EXHIBIT C
TOOELE CITY CORPORATION**

WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE #2026-##A

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE ("Assignment Certificate" or "Certificate"), is issued pursuant to the Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##, approved by the Tooele City Council on _____, 2026 (the "Resolution").

1. The Water Certificate and Land Donation Agreement approved under Tooele City Resolution 2026-## entitles OKOA Capital, LLC a total of One Hundred Sixty One (161.0) Water Rights Credits "Water Rights Credits". Each Water Rights Credit represents one (1.0) acre-foot of water, to be used in satisfaction of the water rights dedication requirements set forth in Tooele City's water rights dedication ordinance (T.C.C. 7-26-1, *et seq.*) ("Water Dedication Code").

2. This Assignment Certificate has been issued pursuant to the assignment of Water Rights Credits to OKOA Capital, LLC and entitles OKOA Capital, LLC, upon surrendering this Certificate to Tooele City, for at least Forty (40.0) acre-feet of the Water Rights Credits on property that falls within the area depicted as the "Tooele Priority Area" on the Use Area Map (the "Priority Area"), the balance of the remaining acre-feet of the Water Rights Credits may be used anywhere within the "Municipal Area" and shall be no more than One Hundred Twenty One (121.0) acre-feet of the Water Rights Credits, the total water rights credit being One Hundred Sixty One (161.0).

ISSUED this ____ day of _____, 20__.

TOOELE CITY CORPORATION

Nathan Farrer
Public Works Director

Maresa Manzione
Mayor

Approved as to Form:

Attest:

Matthew C. Johnson, City Attorney

Shilo Baker, City Recorder

EXHIBIT C-1

SURRENDER OF WATER RIGHT CREDIT ASSIGNMENT CERTIFICATE 2026-##A
(Surrender of Certificate for Development)

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE ("Certificate") is hereby SURRENDERED to the Tooele City Water Special Service District (the "District") to satisfy the water rights requirements determined for and associated with the _____ (*insert name of development*) development, namely in the amount of _____ water right credits, and which credits are allowed for use within the *Priority Area / Municipal Area (Select one)* as defined in the certain Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##.

With the notarized signature below by the authorized party for _____, the Owner of this Certificate, all rights authorized by this Certificate are hereby surrendered, forfeited, conveyed, and transferred to the District with any remaining water right credit balance being returned through a separate successor certificate to the Owner.

OWNER:

Printed Name: _____
Title: _____
Address: _____

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of this authorization who duly executed the same.

My commission expires: _____

(Notary)
Residing in _____ County, Utah

EXHIBIT C-2

SURRENDER OF WATER RIGHT CREDIT ASSIGNMENT CERTIFICATE 2026-##A
(Surrender of Certificate for Transfer of Credits to Transferee)

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE ("Certificate") is hereby SURRENDERED to the Tooele City Water Special Service District (the "District") for the Transfer of _____ Water Right Credits to _____
(Transferee) of _____ (insert mailing address) to be held for future development within the Priority Area / Municipal Area (Select one) as defined in the certain Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##

With the notarized signature below by the authorized party for _____, the Owner of this Certificate, all rights authorized by this Certificate are hereby surrendered, forfeited, conveyed, and transferred to the Transferee with any remaining water right credit balance being returned through a separate successor certificate to the Owner.

OWNER:

Printed Name: _____
Title: _____
Address: _____

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of this authorization who duly executed the same.

My commission expires: _____

(Notary)
Residing in _____ County, Utah

**EXHIBIT C-3
TOOELE CITY CORPORATION**

WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE #2026-##A

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE ("Assignment Certificate" or "Certificate"), is issued pursuant to the Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##, approved by the Tooele City Council on _____, 2026 (the "Resolution").

1. The Water Certificate and Land Donation Agreement approved under Tooele City Resolution 2026-## originally entitled OKOA Capital, LLC a total of One Hundred Sixty One (161.0) Water Rights Credits "Water Rights Credits". Each Water Rights Credit represents one (1.0) acre-foot of water, to be used in satisfaction of the water rights dedication requirements set forth in Tooele City's water rights dedication ordinance (T.C.C. 7-26-1, *et seq.*) ("Water Dedication Code").

2. This Assignment Certificate has been issued pursuant to the assignment of Water Rights Credits to _____ and entitles _____, upon surrendering this Certificate to Tooele City, for _____ acre-feet of the Water Rights Credits to be used only on property that falls within the area depicted as the "Tooele Priority Area" on the Use Area Map (the "Priority Area"), and _____ acre-feet of the Water Rights Credits that may be used anywhere within the "Municipal Area".

ISSUED this _____ day of _____, 20__.

TOOELE CITY CORPORATION

Nathan Farrer
Public Works Director

Maresa Manzione
Mayor

Approved as to Form:

Attest:

Matthew C. Johnson, City Attorney

Shilo Baker, City Recorder

EXHIBIT D

Form of Deed

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DEED TO:**

TOOELE CITY
Attn: City Recorder
90 N. Main Street
Tooele, UT 84074

(Tax Identification Nos: 02-014-0-0017, 02-012-0-0005, 02-010-0-0011)

SPECIAL WARRANTY DEED

For the purpose of making a gift, OKOA CAPITAL, LLC, a Utah limited liability company ("Grantor"), hereby conveys to the TOOELE CITY CORPORATION, a Utah municipal corporation ("Grantee"), all right, title, and interest in and to the following real property situated in Tooele County, Utah, together with all rights and privileges appurtenant thereto (including, without limitation, all easements, licenses, appurtenances, and hereditaments), free and clear of all liens and encumbrances other than a lien for real property taxes and assessments not yet due and payable:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to and except for all matters of record and matters that would be disclosed by a physical inspection or survey of the property but such excepted matters do not include: (1) any and all mechanic's or materialmen's liens against the property created by, through or under Grantor; and (2) any tax liens or judgment liens, arising by, through or under Grantor.

Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

DATED this _____ day of _____, 20__.

[Signatures and Acknowledgements Follow]

GRANTOR:

OKOA CAPITAL, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Okoa Capital, LLC, a Utah limited liability company, on behalf of said company.

Notary Public

Exhibit A to Deed
Legal Description of the Property

Parcel 1:

Commencing at a point 187.59 feet West of the center of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said point being on the Westerly right of way line of Settlement Canyon Road and being also on the South line of the Northwest Quarter of said Section 33; and running thence West along said South line of the Northwest Quarter of said Section 33 1297.43 feet, more or less, to a point on the Southerly right of way line of State Highway U-36; thence Northeasterly along an arc convex to the Northwest having a radius of 5679.65 feet 393.38 feet, arc measure to a point of tangency, said line being the Southerly right of way line of State Highway U-36; thence North 57°14' East, measured along the Southerly right of way line of said State Highway 377.81 feet to the Westerly corner of the Mason property; thence South 45°25' East along said Mason property 210 feet; thence North 58°18' East along said Mason property 210 feet to the Westerly right of way line of Settlement Canyon Road; thence South 45°07'30" East along the West line of said Settlement Canyon Road 180.74 feet; thence South 41°06'30" East along the West line of said Settlement Canyon Road 159.59 feet to a point of curve; thence Southeasterly along an arc, convex to the Southeast, having a radius of 554.31 feet 103.5 feet arc measure to the point of tangency, said line being also the West line of said Settlement Canyon Road; thence South 30°24'30" East along the West line of said Settlement Canyon Road 69.33 feet to the point of beginning.

Parcel No.: 02-014-0-0017

Parcel 2:

Beginning 200 feet West of the center of Section 33, Township 3 South, Range 4 West, and running on the Southerly right of way of Settlement Canyon Road; thence West 20.5 chains to the Southeasterly roadway line of State Highway U-36; thence along said right of way line 1495 feet to the Section line; thence South 22 chains to the Southwest corner of Section 33; thence East 40 chains to the South Quarter corner; thence North 35.6 chains to South line of said Settlement Canyon Road; thence Northwesterly along said boundary of said road 5.5 chains to the point of beginning.

Less and excepting therefrom any portion of land conveyed to Tooele City Water Special Service District as described in Warranty Deed, recorded December 18, 2002, as Entry No. 192874, in Book 807, at Page 814, being more particularly described as follows:

Beginning at a point North 89°31'32" East 1373.03 feet along the section line and South 0°28'28" East 151.49 feet from the West Quarter corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 37°49'54" East 208.70 feet; thence South 52°10'06" West 208.70 feet; thence North 37°49'54" West 208.70 feet; thence North 52°10'06" East 208.70 feet to the point of beginning.

Parcel No.: 02-012-0-0005

Parcel 3:

Beginning at the Southeast corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence West 1320 feet to the Utah Power & Light Company property; thence North 70 feet; thence West 225.19 feet to the Easterly right of way of U-36; thence North 44°50' East 880 feet along said right of way line to the property conveyed to Allred; thence South 44°10' East 500 feet; thence North 44°50' East 602 feet; thence North 44°10' West 500 feet to the Easterly right of way of said U-36; thence North 44°50' East 723 feet to the section line; thence South 1650 feet to the point of beginning.

Parcel No.: 02-010-0-0011