



CITY OF NORTH SALT LAKE

NORTH SALT LAKE CITY COUNCIL & REDEVELOPMENT AGENCY NOTICE & AGENDA

March 17, 2015

7:00 p.m.

Amended

Posted March 13, 2015

Notice is given that the North Salt Lake City Council will hold a regular meeting on **TUESDAY, MARCH 17, 2015 at 7:00 p.m.** A work session will be held at **6:00 p.m.** in the Council Conference Room at City Hall, followed by an **NSL Redevelopment Agency Meeting**. The regular session will begin at **7:00 p.m.** in the Council Chambers. Some council members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION - 6:00 p.m.

- 6:00 Welcome
- 6:05 Finance Dept. Report – Janice Larsen
- 6:20 Action Items
- 6:25 City Council Minutes – March 3, 2015
- 6:30 Adjourn for RDA Meeting

NSL REDEVELOPMENT AGENCY MEETING - 6:30 p.m.

- 6:30 Public Hearing to receive comment on the plan for the proposed Highway 89 Community Development Project Area
- 6:40 Consideration of Resolution RDA-2015-01R adopting the plan for the proposed Highway 89 Community Development Project Area
- 6:45 Consideration of Resolution RDA-2015-02R approving an Interlocal Agreement between the Agency and the City of North Salt Lake for the Highway 89 Community Development Project Area
- 6:55 *Consideration of Resolution RDA- 2015-03R, approving the First Amendment to the Interlocal Cooperation Agreement between the City of North Salt Lake Redevelopment Agency and the City of North Salt Lake for the collection and remittance of incremental property taxes collected from property within the Eaglewood Village Community Development Project Area*
- 7:00 Adjourn for Regular Session

REGULAR SESSION - 7:00 p.m.

- 7:00 Introduction by Mayor Len Arave
- 7:02 Invocation and Pledge of Allegiance ~ Council Member Conrad Jacobson
- 7:05 Citizen Comment
- 7:15 Consideration of the Towne Plaza General Development Plan located at approximately 70 South 130 East. David Curtis – National Commercial Properties, applicant.
- 7:30 Consideration of Ordinance No. 2015-07 adopting the Highway 89 Community Development Project Area Plan as approved by the City's Redevelopment Agency
- 7:40 Consideration of Resolution 2015-06R entering into an Interlocal Cooperation Agreement between the City and the RDA for the Highway 89 Community Development Project Area Plan
- 7:50 *Consideration of Resolution No. 2015-10R, a resolution approving the First Amendment to the Interlocal Cooperation Agreement between the City of North Salt Lake and the City of North Salt Lake Redevelopment Agency for the collection and remittance of incremental property taxes collected from property within the Eaglewood Village Community Development Project Area*
- 8:00 Consideration of Resolution 2015-07R entering into an Interlocal Cooperation Agreement between the City of North Salt Lake and UDOT for the construction and relocation of Overland Drive as part of the 2600 South/1100 North Reconstruction Project
- 8:10 Consideration of Ordinance No. 2015-08: An ordinance amending the Land Use Ordinance of the City regarding cul-de-sacs and establishing an effective date.
- 8:20 Award bid for Construction of Park 11 in Foxboro
- 8:25 Consideration of Resolution 2015-08R A resolution authorizing the City Manager to sign lease purchase documents paying for golf course equipment
- 8:35 Consideration of bids for the Eaglepointe Landslide Remediation
- 8:50 Council Reports
- 9:00 City Attorney's Report
- 9:05 Mayor's Report
- 9:10 City Manager's Report
- 9:15 Adjourn

The public is invited to attend all City Council meetings. If you need special accommodations to participate in the City Council meeting, please call the City office at 801-335-8709. Please provide at least 24 hours notice for adequate arrangements to be made.

RESOLUTION: RDA-2015-01R

**RESOLUTION OF THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY
ADOPTING AN OFFICIAL PROJECT AREA PLAN FOR THE HIGHWAY 89
COMMUNITY DEVELOPMENT PROJECT AREA.**

WHEREAS, the City of North Salt Lake Redevelopment Agency (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and

WHEREAS, the City of North Salt Lake (the "City") has a planning commission and has adopted a general plan pursuant to applicable law; and

WHEREAS, the Agency, by Resolution, has authorized the preparation of a draft project area plan as provided in Section 17C-4-101 of the Act; and

WHEREAS, pursuant to Section 17C-4-103 of the Act, the Agency has (a) prepared a draft Highway 89 Community Development Project Area Plan (the "Project Area Plan" or "Plan") and (b) made the draft Project Area Plan available to the public at the Agency's offices during normal business hours; and

WHEREAS, the Agency provided notice of the public hearing in strict compliance with Sections 17C-4-106, 401, and 402; and

WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and

WHEREAS, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan;

WHEREAS, less than one year has passed since the date of the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the Agency:

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the draft Project Area Plan as the official Project Area Plan for the Project Area. The draft Project Area Plan, in the form attached hereto as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby designated and adopted as the official Project Area Plan for the Project Area. The Agency shall submit the Project Area Plan, together with a copy of this Resolution, to the City Council of the City requesting that the Project Area Plan be adopted by ordinance of the legislative body of City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Encourage and accomplish appropriate private development and community development activities within the Project Area.
- B. Provide a for redevelopment infrastructure improvements within or to serve the Project Area.
- C. Provide for the strengthening of the tax base and economic health of the community.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate community development activities within the Project Area;
- B. Provide a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including in particular within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area;
- C. Be economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
- D. Conform to the City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and
- E. Promote the public peace, health, safety and welfare of the citizens of the City.

Section 6. Project Area Budget. Additionally the Project Area Budget, attached hereto and incorporated herein as **Exhibit D**, is adopted for the Project Area as provided in Section 17C-4-204 of the Act.

Section 7. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community development project areas permitted by Chapter 4 of the Act.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

IN WITNESS WHEREOF, the Governing Board of the City of North Salt Lake Redevelopment Agency has approved, passed and adopted this Resolution this ___ day of March, 2015.

Agency Chair

ATTEST:

EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

BEGINNING AT THE NORTHWEST CORNER OF LOT 19, IRFRED PARK SUBDIVISION AMENDED, SAID POINT BEING WESTERLY 2443.9 FEET, MORE OR LESS, ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF HIGHWAY 89, AND RUNNING THENCE SOUTHWESTERLY 136.0 FEET, MORE OR LESS, ALONG THE WESTERLY LOT LINE OF SAID LOT 19 TO THE MOST WESTERLY CORNER OF SAID LOT 19, SAID POINT BEING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF HIGHWAY 89 AND THE NORTH LINE OF 3100 SOUTH STREET;

THENCE SOUTHEASTERLY 182.0 FEET, MORE OR LESS, ALONG THE SOUTHERLY LOT LINE AND ALONG THE NORTH LINE OF 3100 SOUTH STREET TO THE SOUTHEAST CORNER OF SAID LOT 19;

THENCE SOUTHERLY 50.0 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 32 OF SAID SUBDIVISION, SAID POINT BEING ON THE SOUTH LINE OF 3100 SOUTH STREET;

THENCE SOUTHERLY 212.8 FEET, MORE OR LESS, ALONG THE LOT LINE TO THE SOUTHEAST CORNER OF SAID LOT 32;

THENCE WESTERLY 354.2 FEET, MORE OR LESS, ALONG THE LOT LINE TO THE SOUTHWEST CORNER OF SAID LOT 32 AND TO THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 89;

THENCE SOUTHWESTERLY 500.0 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE INTERSECTION OF SAID SOUTHEASTERLY LINE AND THE WEST LINE OF 800 WEST STREET;

THENCE SOUTHERLY 1020.0 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-045-0033;

THENCE WESTERLY 280.0 FEET, MORE OR LESS, ALONG THE NORTHERLY LINE OF SAID TAX PARCEL TO THE NORTHWEST CORNER OF SAID PARCEL, BEING THE CENTER LINE OF AN ABANDONED CEMENT CANAL OF BONNEVILLE IRRIGATION DISTRICT;

THENCE SOUTHWESTERLY 114.6 FEET, MORE OR LESS, ALONG SAID CANAL CENTERLINE TO THE NORTHEAST CORNER OF THE GOLD MINE ACRES CONDOMINIUMS;

THENCE SOUTHERLY 67.4 FEET, MORE OR LESS, ALONG THE EASTERLY LINE TO A CORNER OF SAID CONDOMINIUMS;

THENCE EASTERLY 7.8 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 40, ORCHARD ACRES SUBDIVISION, REVISED AND AMENDED;

THENCE ALONG LOT LINES OF SAID ORCHARD ACRES SUBDIVISION THE FOLLOWING EIGHT (8) COURSES:

- (1) SOUTHERLY 122.9 FEET, MORE OR LESS, ALONG THE WESTERLY LINE OF LOT 40 AND LOT 41 TO AN INTERIOR CORNER ON SAID LOT 41,
- (2) WESTERLY 275.0 FEET, MORE OR LESS, ALONG THE LINES FOR LOT 41, LOT 43, AND LOT 44 TO THE NORTHEAST CORNER OF LOT 55,
- (3) SOUTHWESTERLY 319.3 FEET, MORE OR LESS, ALONG THE SOUTHEASTERLY LINES OF LOT 55, LOT 54, LOT 53, AND LOT 52 TO THE SOUTHERLY CORNER OF LOT 52, SAID POINT BEING ON THE NORTHEASTERLY LINE OF 3600 SOUTH STREET,
- (4) SOUTHWESTERLY 49.5 FEET, MORE OR LESS, TO THE EASTERLY CORNER OF LOT 51, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF 3600 SOUTH STREET,
- (5) SOUTHWESTERLY 132.0 FEET, MORE OR LESS, ALONG THE SOUTHEASTERLY LINES OF LOT 51 AND LOT 50 TO THE SOUTH CORNER OF SAID LOT 50 AND THE NORTHEAST CORNER OF LOT 49,
- (6) SOUTHERLY 97.7 FEET, MORE OR LESS, ALONG THE EAST LINES OF LOT 49 AND OF LOT 14 TO THE NORTH LINE OF LOT 13,
- (7) EASTERLY 28.5 FEET, MORE OR LESS, ALONG THE NORTH LINE OF LOT 13 TO THE NORTHEAST CORNER OF SAID LOT 13,
- (8) SOUTHWESTERLY 193.6 FEET, MORE OR LESS, ALONG THE EASTERLY LOT LINE TO THE SOUTHEAST CORNER OF LOT 13, SAID POINT BEING ON THE NORTH LINE OF 3800 SOUTH STREET;

THENCE SOUTHWESTERLY 150.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TAX PARCEL# 01-047-0103, SAID POINT BEING ON THE SOUTH LINE OF 3800 SOUTH STREET;

THENCE ALONG THE BOUNDARY FOR SAID TAX PARCEL# 01-047-0103 THE FOLLOWING FOUR (4) COURSES:

- (1) EASTERLY 474.1 FEET, MORE OR LESS, ALONG THE NORTH LINE TO THE NORTHEAST CORNER,
- (2) SOUTHERLY 132.0 FEET, MORE OR LESS, ALONG THE EAST LINE TO A CORNER,
- (3) EASTERLY 11.0 FEET, MORE OR LESS, PARALLEL TO THE SOUTH LINE OF SAID 3800 SOUTH STREET TO A CORNER,
- (4) SOUTHERLY 445.5 FEET, MORE OR LESS, ALONG THE EAST LINE TO THE SOUTHEAST CORNER OF SAID TAX PARCEL, SAID POINT BEING ON THE NORTH LINE OF BALLARD ACRES SUBDIVISION;

THENCE WESTERLY 383.5 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING ON THE WEST LINE OF 900 WEST STREET;

THENCE SOUTHERLY 80.3 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-047-0089;

THENCE WESTERLY 123.0 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE NORTHWEST CORNER OF SAID TAX PARCEL;

THENCE SOUTHERLY 97.9 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE SOUTHWEST CORNER OF SAID TAX PARCEL, SAID POINT BEING ON THE NORTH LINE OF 4000 SOUTH STREET;

THENCE WESTERLY 180.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 2, ANNE TAYLOR SUBDIVISION, SAID POINT BEING ON THE SOUTH LINE OF 4000 SOUTH STREET;

THENCE SOUTHERLY 90.0 FEET, MORE OR LESS, ALONG THE WESTERLY LINES OF SAID LOT 2 TO THE SOUTHWEST CORNER OF LOT 2;

THENCE EASTERLY 21.2 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF LOT 2 OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF THE HILLSIDE LANE P.U.D.;

THENCE SOUTHERLY 229.2 FEET, MORE OR LESS, ALONG THE WESTERLY LINE OF SAID P.U.D. TO THE SOUTHWEST CORNER OF SAID P.U.D.;

THENCE EASTERLY 189.0 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID P.U.D. TO THE NORTHEAST CORNER OF TAX PARCEL# 01-047-0279;

THENCE SOUTHWESTERLY 131.0 FEET, MORE OR LESS, ALONG THE EAST LINE TO A CORNER OF SAID TAX PARCEL, SAID POINT ALSO BEING A CORNER ON THE WESTERLY LINE OF TAX PARCEL# 01-047-0277;

THENCE SOUTHERLY 166.0 FEET, MORE OR LESS, ALONG THE WESTERLY LINES OF TAX PARCEL# 01-047-0277 TO THE NORTH LINE OF ODELL LANE;

THENCE SOUTHERLY 40.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TAX PARCEL# 01-047-0117;

THENCE SOUTHERLY 227.1 FEET, MORE OR LESS, ALONG THE WEST LINES OF SAID TAX PARCEL TO THE NORTHWEST CORNER OF TAX PARCEL# 01-047-0353 FOR ORCHARD ELEMENTARY SCHOOL;

THENCE ALONG THE LINES OF SAID SCHOOL PARCEL THE FOLLOWING FIVE (5) COURSES:

- (1) SOUTHWESTERLY 658.0 FEET, MORE OR LESS, ALONG THE WESTERLY PARCEL LINES TO THE SOUTHWEST CORNER,
- (2) SOUTHEASTERLY 218.6 FEET, MORE OR LESS, ALONG THE SOUTHERLY PARCEL LINES TO A CORNER, SAID POINT BEING AT THE NORTHEAST CORNER OF TAX PARCEL# 01-047-0326,
- (3) SOUTHWESTERLY 90.8 FEET, MORE OR LESS, ALONG THE LINE SHARED WITH SAID TAX PARCEL TO THE NORTH LINE OF CENTER STREET,
- (4) EASTERLY 480.0 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF THE PARCEL, SAID POINT BEING AT THE SOUTHWEST CORNER OF TAX PARCEL# 01-047-0287,
- (5) NORTHEASTERLY 115.0 FEET, MORE OR LESS, ALONG THE EASTERLY PARCEL LINES TO THE NORTHWESTERLY CORNER OF TAX PARCEL# 01-047-286;

THENCE EASTERLY 170.0 FEET, MORE OR LESS, ALONG THE NORTHERLY LINES OF TAX PARCEL# 01-047-0286 TO THE WESTERLY LINE OF ORCHARD DRIVE;

THENCE SOUTHERLY 2230.0 FEET, MORE OR LESS, ALONG THE WESTERLY LINE OF ORCHARD DRIVE TO THE NORTH LINE OF TAX PARCEL# 01-104-0112;

THENCE EASTERLY 79.4 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID TAX PARCEL;

THENCE SOUTHWESTERLY 101.1 FEET, MORE OR LESS ALONG THE SOUTHEASTERLY LINE TO THE WESTERLY LINE OF ORCHARD DRIVE;

THENCE SOUTHERLY 110.0 FEET, MORE OR LESS, ALONG SAID WESTERLY LINE TO THE INTERSECTION OF THE WESTERLY LINE OF ORCHARD DRIVE AND THE NORTH LINE OF EAGLERIDGE DRIVE;

THENCE WESTERLY 320.0 FEET, MORE OR LESS, TO THE EAST LINE OF US HIGHWAY 89;

THENCE SOUTHERLY 1920.0 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF TAX PARCEL# 01-106-0031;

THENCE NORTHERLY 750.0 FEET, MORE OR LESS, TO THE WEST LINE OF US HIGHWAY 89 AT THE SOUTHEAST CORNER OF TAX PARCEL# 01-104-0039;

THENCE WESTERLY 546.5 FEET, MORE OR LESS, ALONG THE PARCEL LINE OF TAX PARCEL# 01-104-0039 AND TAX PARCEL# 01-104-0038 TO THE EASTERLY LINE OF INTERSTATE 15;

THENCE NORTHERLY 1675.0 FEET, MORE OR LESS, ALONG SAID EASTERLY LINE TO THE SOUTHWEST CORNER OF TAX PARCEL# 01-104-0116;

THENCE ALONG THE BOUNDARY FOR SAID TAX PARCEL# 01-104-0116 THE FOLLOWING THREE (3) COURSES:

- (1) EASTERLY 219.5 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE CORNER,
- (2) NORTHERLY 143.7 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE CORNER,
- (3) EASTERLY 359.4 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE WEST LINE OF MAIN STREET;

THENCE NORTHERLY 960.0 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE INTERSECTION OF THE WEST LINE OF MAIN STREET AND THE SOUTH LINE OF CENTER STREET;

THENCE NORTHEASTERLY 150.0 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH LINE OF CENTER STREET AND THE EAST LINE OF MAIN STREET;

THENCE NORTHERLY 200.0 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE MOST SOUTHERLY CORNER OF NORTH TOWNE STATION P.U.D.;

THENCE ALONG THE BOUNDARY OF NORTH TOWNE STATION P.U.D. THE FOLLOWING SEVEN (7) COURSES:

- (1) NORTHEASTERLY 475.8 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
- (2) SOUTHEASTERLY 193.8 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
- (3) NORTHEASTERLY 197.7 FEET, MORE OR LESS, ALONG THE P.U.D. LINE AND ITS EXTENSION TO A POINT OF INTERSECTION WITH THE EXTENSION OF THE EAST LINE OF SAID P.U.D.,
- (4) THENCE NORTHERLY 162.9 FEET, MORE OR LESS, ALONG SAID EXTENSION OF THE EAST LINE AND THE EAST LINE OF THE P.U.D. TO A CORNER,
- (5) NORTHWESTERLY 69.1 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
- (6) NORTHEASTERLY 424.9 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
- (7) WESTERLY 66.6 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER;

THENCE NORTHEASTERLY 40.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE KEITH SALMON TWIN HOME SUBDIVISION;

THENCE NORTHEASTERLY 203.8 FEET, MORE OR LESS, ALONG THE EASTERLY LINE TO THE NORTHEAST CORNER OF THE KEITH SALMON TWIN HOME SUBDIVISION, ALSO BEING THE SOUTHERLY SOUTHEAST CORNER OF THE CASTLE SUBDIVISION;

THENCE NORTHEASTERLY 393.4 FEET, MORE OR LESS, ALONG THE SOUTHEASTERLY LINE OF THE CASTLE SUBDIVISION TO A CORNER;

THENCE NORTHERLY 344.5 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE CASTLE SUBDIVISION TO THE NORTHEAST CORNER OF SAID SUBDIVISION AND THE SOUTHWEST CORNER OF TAX PARCEL# 01-047-0208;

THENCE NORTHERLY 150.0 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID TAX PARCEL TO THE SOUTH LINE OF 350 NORTH STREET;

THENCE EASTERLY 390.1 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-047-0247;

THENCE NORTHWESTERLY 90.0 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH LINE OF 350 NORTH STREET AND THE NORTHWESTERLY LINE OF US HIGHWAY 89, SAID POINT BEING AT THE SOUTHEAST CORNER OF LOT 41, AMENDED PART OF PAUL SUBDIVISION;

THENCE NORTHEASTERLY 1903.0 FEET, MORE OR LESS, ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF TAX PARCEL# 01-045-0016;

THENCE WESTERLY 224.8 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE SOUTHWEST CORNER OF TAX PARCEL# 01-045-0016;

THENCE NORTHEASTERLY 192.9 FEET, MORE OR LESS, ALONG THE WEST LINE OF TAX PARCEL# 01-045-0016 AND TAX PARCEL# 01-045-0015 TO THE NORTHWEST CORNER OF TAX PARCEL# 01-045-0015;

THENCE EASTERLY 278.2 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-045-0015 AND THE NORTHWESTERLY LINE OF US HIGHWAY 89;

THENCE NORTHEASTERLY 495.9 FEET, MORE OR LESS, ALONG SAID NORTHWESTERLY LINE TO THE SOUTH CORNER OF TAX PARCEL# 01-046-0004;

THENCE NORTHERLY 437.9 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID TAX PARCEL TO THE WESTERLY LINE OF 400 EAST STREET;

THENCE NORTHERLY 840.0 FEET, MORE OR LESS, ALONG SAID WESTERLY LINE TO THE SOUTHEAST CORNER OF TAX PARCEL# 06-094-0034;

THENCE WESTERLY 635.1 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID TAX PARCEL TO THE EASTERLY LINE OF INTERSTATE 15;

THENCE NORTHEASTERLY 1123.0 FEET, MORE OR LESS, ALONG SAID EASTERLY LINE TO THE MOST NORTHERLY CORNER OF TAX PARCEL# 06-

095-0115;

THENCE SOUTHEASTERLY 76.1 FEET, MORE OR LESS, ALONG THE NORTHEASTERLY LINE OF SAID TAX PARCEL TO THE NORTHWEST LINE OF 400 EAST STREET;

THENCE EASTERLY 85.0 FEET, MORE OR LESS, TO THE MOST WESTERLY SOUTHWEST CORNER OF TAX PARCEL# 06-095-0225, SAID POINT BEING ON THE SOUTHEAST LINE OF 400 EAST STREET;

THENCE NORTHEASTERLY 262.6 FEET, MORE OR LESS, ALONG SAID SOUTHEAST LINE TO THE INTERSECTION OF THE SOUTHEAST LINE OF 400 EAST STREET AND THE SOUTH LINE OF 2600 SOUTH STREET (1100 NORTH STREET);

THENCE EASTERLY 1300.0 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE INTERSECTION OF THE SOUTH LINE OF 2600 SOUTH STREET (1100 NORTH STREET) AND THE SOUTHEASTERLY LINE OF US HIGHWAY 89;

THENCE SOUTHWESTERLY 1650.0 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TAX PARCEL# 06-095-0101;

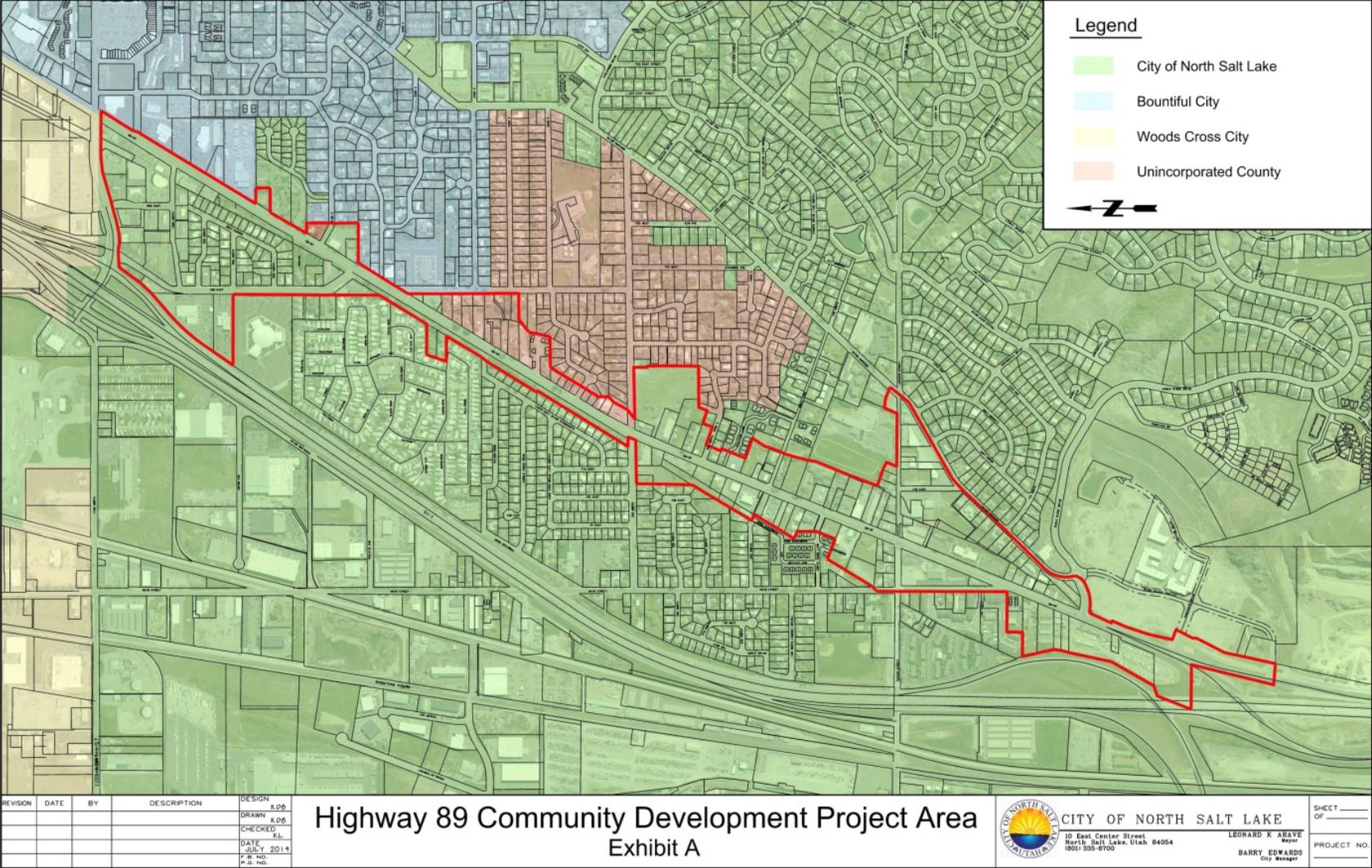
THENCE EASTERLY 145.0 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE NORTHEAST CORNER OF SAID TAX PARCEL, ALSO BEING THE MOST NORTHERLY NORTHWEST CORNER OF PEBBLE CREEK CONDOMINIUMS;

THENCE SOUTHERLY 128.5 FEET, MORE OR LESS, ALONG THE CONDOMINIUM LINE TO THE INTERIOR NORTHWEST CORNER OF SAID CONDOMINIUMS;

THENCE WESTERLY 219.1 FEET, MORE OR LESS, ALONG THE CONDOMINIUM LINE TO THE MOST WESTERLY NORTHWEST CORNER OF SAID CONDOMINIUMS AND THE SOUTHEASTERLY LINE OF US HIGHWAY 89;

THENCE SOUTHWESTERLY 360.0 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

EXHIBIT B – MAP OF THE PROJECT AREA



REVISION	DATE	BY	DESCRIPTION	DESIGN	DATE
				5.00	
				5.00	
				5.1	
				5.1	
				5.1	
				5.1	
				5.1	
				5.1	
				5.1	
				5.1	

Highway 89 Community Development Project Area
Exhibit A



CITY OF NORTH SALT LAKE
10 East Center Street
North Salt Lake, Utah 84054
(801) 335-6700

LEONARD K. ARAVE
Mayor
BARRY EDWARDS
City Manager

SHEET _____
OF _____
PROJECT NO. _____

EXHIBIT C: PROJECT AREA PLAN

EXHIBIT D: PROJECT AREA BUDGET

RESOLUTION: RDA-2015-02R

**RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF NORTH SALT LAKE
REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE AGENCY AND THE CITY OF NORTH SALT LAKE**

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of North Salt Lake Redevelopment Agency, Utah (the “Agency”) and the City of North Salt Lake (the “City”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the City whereby the City would remit to the Agency a portion of the property tax increment generated within the Highway 89 Community Development Project Area, (the “Project Area”) which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the City, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of North Salt Lake Redevelopment Agency, Utah this _____ day of _____, 2015.

Chair, City of North Salt Lake Redevelopment

Agency
Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2015, by and between **CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY**, a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and **CITY OF NORTH SALT LAKE**, a political subdivision of the State of Utah (the “City”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated (“UCA”) §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency has created the Highway 89 Community Development Project Area (the “Project Area”), through the adoption of the Highway 89 Community Development Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into retail, office, and residential uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide redevelopment infrastructure improvements including assistance with demolition, architectural treatments, and streetscapes; and the City may assemble land within the Project Area to incentivize development activity with lower land prices and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, historically, the Project Area has generated a total of \$807,444 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), the School District, and other Special Service Districts (“SSD”); and

G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other SSDs are projected to total approximately \$2,348,579 per year; and

H. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to

the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the citizens of the City for the City to remit such payments to the Agency in order to permit the Agency to leverage private development of the Project Area; and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community development projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

K. **WHEREAS**, the Agency has also created the Highway 89 Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2014, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2014 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$61,831,732, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more agreements with one or more developers which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the developer(s) conditional upon the developer(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year (“Year One”) of payment of Tax Increment from the City to the Agency shall be determined by the Agency, but shall be no later than 2020. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Salt Lake County Auditor’s office

6. **Total Payment to Agency.** The City shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, 40% of the annual Tax Increment generated from the Project Area. The County is authorized and instructed to pay all (*i.e.*, 100%) of the City’s portion of the Tax Increment to the Agency annually, and the Agency will then distribute to the City the City’s 60% portion of the Tax Increment, and the Agency will retain the 40% balance.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the City. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the City, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area. The Agency shall be entitled to payment of 100%, and to keep 40% with 60% disbursed to the City, of all Tax Increment legally available and provided for under the Act, as amended from time to time.

8. **No Independent Duty.** The City shall be responsible to remit to the Agency only Tax Increment actually received by the County. The City shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the City on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to City:
City of North Salt Lake
Attn: City Council
10 E. Center St.
North Salt Lake, UT 84054
Facsimile: (801) 335-8719

If to Agency:

City of North Salt Lake Redevelopment Agency
Attn: Agency Board
10 E. Center St.
North Salt Lake, UT 84054
Facsimile: (801) 335-8719

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.
21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen.
23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
 - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
 - f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: CITY OF NORTH SALT LAKE

Attest:

By: _____
Len Arave
Its: Mayor

City Recorder

Approved as to form:

Attorney for City of North Salt Lake

Agency: CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY

Attest:

By: _____
Len Arave
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT “A
to
INTERLOCAL AGREEMENT

Legal Description of Project

BEGINNING AT THE NORTHWEST CORNER OF LOT 19, IRFRED PARK SUBDIVISION AMENDED, SAID POINT BEING WESTERLY 2443.9 FEET, MORE OR LESS, ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF HIGHWAY 89, AND RUNNING THENCE SOUTHWESTERLY 136.0 FEET, MORE OR LESS, ALONG THE WESTERLY LOT LINE OF SAID LOT 19 TO THE MOST WESTERLY CORNER OF SAID LOT 19, SAID POINT BEING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF HIGHWAY 89 AND THE NORTH LINE OF 3100 SOUTH STREET;

THENCE SOUTHEASTERLY 182.0 FEET, MORE OR LESS, ALONG THE SOUTHERLY LOT LINE AND ALONG THE NORTH LINE OF 3100 SOUTH STREET TO THE SOUTHEAST CORNER OF SAID LOT 19;

THENCE SOUTHERLY 50.0 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 32 OF SAID SUBDIVISION, SAID POINT BEING ON THE SOUTH LINE OF 3100 SOUTH STREET;

THENCE SOUTHERLY 212.8 FEET, MORE OR LESS, ALONG THE LOT LINE TO THE SOUTHEAST CORNER OF SAID LOT 32;

THENCE WESTERLY 354.2 FEET, MORE OR LESS, ALONG THE LOT LINE TO THE SOUTHWEST CORNER OF SAID LOT 32 AND TO THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 89;

THENCE SOUTHWESTERLY 500.0 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE INTERSECTION OF SAID SOUTHEASTERLY LINE AND THE WEST LINE OF 800 WEST STREET;

THENCE SOUTHERLY 1020.0 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-045-0033;

THENCE WESTERLY 280.0 FEET, MORE OR LESS, ALONG THE NORTHERLY LINE OF SAID TAX PARCEL TO THE NORTHWEST CORNER OF SAID PARCEL, BEING THE CENTER LINE OF AN ABANDONED CEMENT CANAL OF BONNEVILLE IRRIGATION DISTRICT;

THENCE SOUTHWESTERLY 114.6 FEET, MORE OR LESS, ALONG SAID CANAL CENTERLINE TO THE NORTHEAST CORNER OF THE GOLD MINE ACRES CONDOMINIUMS;

THENCE SOUTHERLY 67.4 FEET, MORE OR LESS, ALONG THE EASTERLY LINE TO A CORNER OF SAID CONDOMINIUMS;

THENCE EASTERLY 7.8 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 40, ORCHARD ACRES SUBDIVISION, REVISED AND AMENDED;

THENCE ALONG LOT LINES OF SAID ORCHARD ACRES SUBDIVISION THE FOLLOWING EIGHT (8) COURSES:

- (1) SOUTHERLY 122.9 FEET, MORE OR LESS, ALONG THE WESTERLY LINE OF LOT 40 AND LOT 41 TO AN INTERIOR CORNER ON SAID LOT 41,
- (2) WESTERLY 275.0 FEET, MORE OR LESS, ALONG THE LINES FOR LOT 41, LOT 43, AND LOT 44 TO THE NORTHEAST CORNER OF LOT 55,
- (3) SOUTHWESTERLY 319.3 FEET, MORE OR LESS, ALONG THE SOUTHEASTERLY LINES OF LOT 55, LOT 54, LOT 53, AND LOT 52 TO THE SOUTHERLY CORNER OF LOT 52, SAID POINT BEING ON THE NORTHEASTERLY LINE OF 3600 SOUTH STREET,
- (4) SOUTHWESTERLY 49.5 FEET, MORE OR LESS, TO THE EASTERLY CORNER OF LOT 51, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF 3600 SOUTH STREET,
- (5) SOUTHWESTERLY 132.0 FEET, MORE OR LESS, ALONG THE SOUTHEASTERLY LINES OF LOT 51 AND LOT 50 TO THE SOUTH CORNER OF SAID LOT 50 AND THE NORTHEAST CORNER OF LOT 49,
- (6) SOUTHERLY 97.7 FEET, MORE OR LESS, ALONG THE EAST LINES OF LOT 49 AND OF LOT 14 TO THE NORTH LINE OF LOT 13,
- (7) EASTERLY 28.5 FEET, MORE OR LESS, ALONG THE NORTH LINE OF LOT 13 TO THE NORTHEAST CORNER OF SAID LOT 13,
- (8) SOUTHWESTERLY 193.6 FEET, MORE OR LESS, ALONG THE EASTERLY LOT LINE TO THE SOUTHEAST CORNER OF LOT 13, SAID POINT BEING ON THE NORTH LINE OF 3800 SOUTH STREET;

THENCE SOUTHWESTERLY 150.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TAX PARCEL# 01-047-0103, SAID POINT BEING ON THE SOUTH LINE OF 3800 SOUTH STREET;

THENCE ALONG THE BOUNDARY FOR SAID TAX PARCEL# 01-047-0103 THE FOLLOWING FOUR (4) COURSES:

- (1) EASTERLY 474.1 FEET, MORE OR LESS, ALONG THE NORTH LINE TO THE NORTHEAST CORNER,
- (2) SOUTHERLY 132.0 FEET, MORE OR LESS, ALONG THE EAST LINE TO A CORNER,
- (3) EASTERLY 11.0 FEET, MORE OR LESS, PARALLEL TO THE SOUTH LINE OF SAID 3800 SOUTH STREET TO A CORNER,
- (4) SOUTHERLY 445.5 FEET, MORE OR LESS, ALONG THE EAST LINE TO THE SOUTHEAST CORNER OF SAID TAX PARCEL, SAID POINT BEING ON THE NORTH LINE OF BALLARD ACRES SUBDIVISION;

THENCE WESTERLY 383.5 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING ON THE WEST LINE OF 900 WEST STREET;

THENCE SOUTHERLY 80.3 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-047-0089;

THENCE WESTERLY 123.0 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE NORTHWEST CORNER OF SAID TAX PARCEL;

THENCE SOUTHERLY 97.9 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE SOUTHWEST CORNER OF SAID TAX PARCEL, SAID POINT BEING ON THE NORTH LINE OF 4000 SOUTH STREET;

THENCE WESTERLY 180.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 2, ANNE TAYLOR SUBDIVISION, SAID POINT BEING ON THE SOUTH LINE OF 4000 SOUTH STREET;

THENCE SOUTHERLY 90.0 FEET, MORE OR LESS, ALONG THE WESTERLY LINES OF SAID LOT 2 TO THE SOUTHWEST CORNER OF LOT 2;

THENCE EASTERLY 21.2 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF LOT 2 OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF THE HILLSIDE LANE P.U.D.;

THENCE SOUTHERLY 229.2 FEET, MORE OR LESS, ALONG THE WESTERLY LINE OF SAID P.U.D. TO THE SOUTHWEST CORNER OF SAID P.U.D.;

THENCE EASTERLY 189.0 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID P.U.D. TO THE NORTHEAST CORNER OF TAX PARCEL# 01-047-0279;

THENCE SOUTHWESTERLY 131.0 FEET, MORE OR LESS, ALONG THE EAST LINE TO A CORNER OF SAID TAX PARCEL, SAID POINT ALSO BEING A CORNER ON THE WESTERLY LINE OF TAX PARCEL# 01-047-0277;

THENCE SOUTHERLY 166.0 FEET, MORE OR LESS, ALONG THE WESTERLY LINES OF TAX PARCEL# 01-047-0277 TO THE NORTH LINE OF ODELL LANE;

THENCE SOUTHERLY 40.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TAX PARCEL# 01-047-0117;

THENCE SOUTHERLY 227.1 FEET, MORE OR LESS, ALONG THE WEST LINES OF SAID TAX PARCEL TO THE NORTHWEST CORNER OF TAX PARCEL# 01-047-0353 FOR ORCHARD ELEMENTARY SCHOOL;

THENCE ALONG THE LINES OF SAID SCHOOL PARCEL THE FOLLOWING FIVE (5) COURSES:

(1) SOUTHWESTERLY 658.0 FEET, MORE OR LESS, ALONG THE WESTERLY PARCEL LINES TO THE SOUTHWEST CORNER,
(2) SOUTHEASTERLY 218.6 FEET, MORE OR LESS, ALONG THE SOUTHERLY PARCEL LINES TO A CORNER, SAID POINT BEING AT THE
NORTHEAST CORNER OF TAX PARCEL# 01-047-0326,
(3) SOUTHWESTERLY 90.8 FEET, MORE OR LESS, ALONG THE LINE SHARED WITH SAID TAX PARCEL TO THE NORTH LINE OF CENTER
STREET,
(4) EASTERLY 480.0 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF THE PARCEL, SAID POINT BEING
AT THE SOUTHWEST CORNER OF TAX PARCEL# 01-047-0287,
(5) NORTHEASTERLY 115.0 FEET, MORE OR LESS, ALONG THE EASTERLY PARCEL LINES TO THE NORTHWESTERLY CORNER OF TAX
PARCEL# 01-047-286;
THENCE EASTERLY 170.0 FEET, MORE OR LESS, ALONG THE NORTHERLY LINES OF TAX PARCEL# 01-047-0286 TO THE WESTERLY LINE OF
ORCHARD DRIVE;
THENCE SOUTHERLY 2230.0 FEET, MORE OR LESS, ALONG THE WESTERLY LINE OF ORCHARD DRIVE TO THE NORTH LINE OF TAX PARCEL# 01-
104-0112;
THENCE EASTERLY 79.4 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID TAX PARCEL;
THENCE SOUTHWESTERLY 101.1 FEET, MORE OR LESS ALONG THE SOUTHEASTERLY LINE TO THE WESTERLY LINE OF ORCHARD DRIVE;
THENCE SOUTHERLY 110.0 FEET, MORE OR LESS, ALONG SAID WESTERLY LINE TO THE INTERSECTION OF THE WESTERLY LINE OF ORCHARD
DRIVE AND THE NORTH LINE OF EAGLERIDGE DRIVE;
THENCE WESTERLY 320.0 FEET, MORE OR LESS, TO THE EAST LINE OF US HIGHWAY 89;
THENCE SOUTHERLY 1920.0 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF TAX PARCEL# 01-106-0031;
THENCE NORTHERLY 750.0 FEET, MORE OR LESS, TO THE WEST LINE OF US HIGHWAY 89 AT THE SOUTHEAST CORNER OF TAX PARCEL# 01-104-
0039;
THENCE WESTERLY 546.5 FEET, MORE OR LESS, ALONG THE PARCEL LINE OF TAX PARCEL# 01-104-0039 AND TAX PARCEL# 01-104-0038 TO THE
EASTERLY LINE OF INTERSTATE 15;
THENCE NORTHERLY 1675.0 FEET, MORE OR LESS, ALONG SAID EASTERLY LINE TO THE SOUTHWEST CORNER OF TAX PARCEL# 01-104-0116;
THENCE ALONG THE BOUNDARY FOR SAID TAX PARCEL# 01-104-0116 THE FOLLOWING THREE (3) COURSES:
(1) EASTERLY 219.5 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE CORNER,
(2) NORTHERLY 143.7 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE CORNER,
(3) EASTERLY 359.4 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE WEST LINE OF MAIN STREET;
THENCE NORTHERLY 960.0 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE INTERSECTION OF THE WEST LINE OF MAIN STREET AND THE
SOUTH LINE OF CENTER STREET;
THENCE NORTHEASTERLY 150.0 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH LINE OF CENTER STREET AND THE EAST LINE OF
MAIN STREET;
THENCE NORTHERLY 200.0 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE MOST SOUTHERLY CORNER OF NORTH TOWNE STATION
P.U.D.;
THENCE ALONG THE BOUNDARY OF NORTH TOWNE STATION P.U.D. THE FOLLOWING SEVEN (7) COURSES:
(1) NORTHEASTERLY 475.8 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
(2) SOUTHEASTERLY 193.8 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
(3) NORTHEASTERLY 197.7 FEET, MORE OR LESS, ALONG THE P.U.D. LINE AND ITS EXTENSION TO A POINT OF INTERSECTION WITH THE
EXTENSION OF THE EAST LINE OF SAID P.U.D.,
(4) THENCE NORTHERLY 162.9 FEET, MORE OR LESS, ALONG SAID EXTENSION OF THE EAST LINE AND THE EAST LINE OF THE P.U.D. TO
A CORNER,
(5) NORTHWESTERLY 69.1 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
(6) NORTHEASTERLY 424.9 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER,
(7) WESTERLY 66.6 FEET, MORE OR LESS, ALONG THE P.U.D. LINE TO A CORNER;
THENCE NORTHEASTERLY 40.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE KEITH SALMON TWIN HOME SUBDIVISION;
THENCE NORTHEASTERLY 203.8 FEET, MORE OR LESS, ALONG THE EASTERLY LINE TO THE NORTHEAST CORNER OF THE KEITH SALMON TWIN
HOME SUBDIVISION, ALSO BEING THE SOUTHERLY SOUTHEAST CORNER OF THE CASTLE SUBDIVISION;
THENCE NORTHEASTERLY 393.4 FEET, MORE OR LESS, ALONG THE SOUTHEASTERLY LINE OF THE CASTLE SUBDIVISION TO A CORNER;
THENCE NORTHERLY 344.5 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE CASTLE SUBDIVISION TO THE NORTHEAST CORNER OF SAID
SUBDIVISION AND THE SOUTHWEST CORNER OF TAX PARCEL# 01-047-0208;
THENCE NORTHERLY 150.0 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID TAX PARCEL TO THE SOUTH LINE OF 350 NORTH STREET;
THENCE EASTERLY 390.1 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-047-0247;
THENCE NORTHWESTERLY 90.0 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH LINE OF 350 NORTH STREET AND THE
NORTHWESTERLY LINE OF US HIGHWAY 89, SAID POINT BEING AT THE SOUTHEAST CORNER OF LOT 41, AMENDED PART OF PAUL
SUBDIVISION;
THENCE NORTHEASTERLY 1903.0 FEET, MORE OR LESS, ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF TAX PARCEL#
01-045-0016;
THENCE WESTERLY 224.8 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE SOUTHWEST CORNER OF TAX PARCEL# 01-045-0016;
THENCE NORTHEASTERLY 192.9 FEET, MORE OR LESS, ALONG THE WEST LINE OF TAX PARCEL# 01-045-0016 AND TAX PARCEL# 01-045-0015 TO
THE NORTHWEST CORNER OF TAX PARCEL# 01-045-0015;
THENCE EASTERLY 278.2 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE NORTHEAST CORNER OF TAX PARCEL# 01-045-0015 AND THE
NORTHWESTERLY LINE OF US HIGHWAY 89;
THENCE NORTHEASTERLY 495.9 FEET, MORE OR LESS, ALONG SAID NORTHWESTERLY LINE TO THE SOUTH CORNER OF TAX PARCEL# 01-046-
0004;
THENCE NORTHERLY 437.9 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID TAX PARCEL TO THE WESTERLY LINE OF 400 EAST STREET;
THENCE NORTHERLY 840.0 FEET, MORE OR LESS, ALONG SAID WESTERLY LINE TO THE SOUTHEAST CORNER OF TAX PARCEL# 06-094-0034;
THENCE WESTERLY 635.1 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID TAX PARCEL TO THE EASTERLY LINE OF INTERSTATE 15;
THENCE NORTHEASTERLY 1123.0 FEET, MORE OR LESS, ALONG SAID EASTERLY LINE TO THE MOST NORTHERLY CORNER OF TAX PARCEL# 06-
095-0115;
THENCE SOUTHEASTERLY 76.1 FEET, MORE OR LESS, ALONG THE NORTHEASTERLY LINE OF SAID TAX PARCEL TO THE NORTHWEST LINE OF
400 EAST STREET;
THENCE EASTERLY 85.0 FEET, MORE OR LESS, TO THE MOST WESTERLY SOUTHWEST CORNER OF TAX PARCEL# 06-095-0225, SAID POINT
BEING ON THE SOUTHEAST LINE OF 400 EAST STREET;
THENCE NORTHEASTERLY 262.6 FEET, MORE OR LESS, ALONG SAID SOUTHEAST LINE TO THE INTERSECTION OF THE SOUTHEAST LINE OF 400
EAST STREET AND THE SOUTH LINE OF 2600 SOUTH STREET (1100 NORTH STREET);

THENCE EASTERLY 1300.0 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE INTERSECTION OF THE SOUTH LINE OF 2600 SOUTH STREET (1100 NORTH STREET) AND THE SOUTHEASTERLY LINE OF US HIGHWAY 89;
THENCE SOUTHWESTERLY 1650.0 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TAX PARCEL# 06-095-0101;
THENCE EASTERLY 145.0 FEET, MORE OR LESS, ALONG THE PARCEL LINE TO THE NORTHEAST CORNER OF SAID TAX PARCEL, ALSO BEING THE MOST NORTHERLY NORTHWEST CORNER OF PEBBLE CREEK CONDOMINIUMS;
THENCE SOUTHERLY 128.5 FEET, MORE OR LESS, ALONG THE CONDOMINIUM LINE TO THE INTERIOR NORTHWEST CORNER OF SAID CONDOMINIUMS;
THENCE WESTERLY 219.1 FEET, MORE OR LESS, ALONG THE CONDOMINIUM LINE TO THE MOST WESTERLY NORTHWEST CORNER OF SAID CONDOMINIUMS AND THE SOUTHEASTERLY LINE OF US HIGHWAY 89;
THENCE SOUTHWESTERLY 360.0 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

RESOLUTION NO. RDA-2015-03R

**RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF NORTH SALT LAKE
REDEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE AGENCY AND
THE CITY OF NORTH SALT LAKE.**

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of North Salt Lake Redevelopment Agency (the “Agency”) and the City of North Salt Lake, Utah (the “City”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to amend the original Interlocal Agreement, dated February 3, 2009 with the City whereby the City would remit to the Agency a portion of the tax increment generated within the Eaglewood Village Community Development Project Area #2009-1, (the “Project Area”) for the purpose of assisting the development of certain on and offsite public infrastructure that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency; and

WHEREAS Section 17C-4-201 (7)(A,B) of the Act state that an interlocal agreement may be amended, and that each amendment shall be subject to and receive the benefits and provisions to the same extent as if the amendment were an original interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The First Amendment to Interlocal Cooperation Agreement between the Agency and the City, substantially in the form attached hereto as Exhibit A (the “First Amendment to Interlocal Cooperation Agreement”), is approved and shall be executed for and on behalf of the Agency by the Chair and Secretary. The First Amendment to Interlocal Cooperation Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Act, the First Amendment to Interlocal Cooperation Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Act, a duly executed original counterpart of the First Amendment to Interlocal Cooperation Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency Secretary is hereby directed to publish or cause to be published a notice of the First Amendment to Interlocal Cooperation Agreement in accordance with Section 11-13-219 of the Act and make a copy of the First Amendment to Interlocal Cooperation Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The First Amendment to Interlocal Cooperation Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of North Salt Lake Redevelopment Agency, this _____ day of _____, 2015.

Chair,
City of North Salt Lake Redevelopment Agency

Attest:

Secretary

EXHIBIT A

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT is made and entered into as of March ____, 2015, by and between **THE CITY OF NORTH SALT LAKE REDEVELOPMENT AGENCY**, a redevelopment agency created under Utah law (the “Agency”, which is also sometimes referred to as the North Salt Lake Redevelopment Agency), and **THE CITY OF NORTH SALT LAKE**, a political subdivision of the State of Utah (the “City”), in connection with an Interlocal Cooperation Agreement dated February 3, 2009, between the Agency and City (the “Original Agreement”). The Agency and City agree to amend the Original Agreement as follows:

A. Section 3 of the Original Agreement is deleted and replaced in its entirety with the following:

3. **Base Year and Base Year Value.** The Base Year is the 2008 tax year and the Base Year Value for the Project Area is the equalized taxable value on the 2008 Davis County tax rolls for the Property which is currently \$2,028,347.

B. Section 5 of the Original Agreement is deleted and replaced in its entirety with the following:

5. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts in 2012 (“Year One”), 100% of the annual incremental property taxes collected from property within the Project for Year One through 2020 (“Year Nine”) (the “Incremental Project Property Tax”). The Agency shall then, within thirty (30) days after receipt, remit to the City 60% of the annual Incremental Project Property Tax received by the Agency, and the Agency shall keep the remaining 40%. The term Incremental Project Property Tax as used herein is intended to have the same definition as the term “Tax Increment” as defined under applicable Utah law including Title 17C-1-102(47).

C. Except as expressly modified hereby, the Original Agreement is reaffirmed and remains in full force and effect according to its original terms.

[End of Agreement – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Interlocal Cooperation Agreement effective as of the date specified above.

City: The City of North Salt Lake City
a municipal corporation

Attest:

By: _____
Len Arave
Mayor, City of North Salt Lake

City Recorder

Approved as to form:

Attorney for the City of North Salt Lake

Agency: The City of North Salt Lake Redevelopment Agency,
a municipal agency of the state of Utah

Attest:

By: _____
Len Arave
Chair, City of North Salt Lake Redevelopment Agency

Secretary

Approved as to form:

Attorney for Agency