



SPECIAL COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY AGENDA

Wednesday, December 9, 2015

NOTICE IS HEREBY GIVEN that the Herriman Community Development and Renewal Agency
Shall hold a meeting at the Herriman Community Council Chambers, located at
13011 South Pioneer Street (6000 West), Herriman, Utah.

8:30 PM: (OR AS SOON THEREAFTER AS REASONABLY FEASIBLE)

1. CALL TO ORDER

- A. Motion for review and outline the finalization process to approve the minutes of December 9, 2015

2. DISCUSSION AND ACTION ITEMS

- A. Discussion and consideration of a resolution for the Community Development and Renewal Agency of Herriman City authorizing the preparation of a draft Community Development Project Area Plan for the Business Center Community Development Project Area – Gordon Haight, Assistant City Manager

3. CONSENT AGENDA

- A. Approval of a resolution approving an Interlocal Agreement between the Community Development and Renewal Agency of Herriman City and Jordan Valley Water Conservancy District – John Brems, City Attorney
- B. Approval of a resolution approving an Interlocal Agreement between the Community Development and Renewal Agency of Herriman City and South Valley Sewer District – John Brems, City Attorney
- C. Approval of a resolution approving an Interlocal Agreement between the Community Development and Renewal Agency of Herriman City and Unified Fire Authority – John Brems, City Attorney
- D. Approval of a resolution approving an Interlocal Agreement between the Community Development and Renewal Agency of Herriman City and Salt Lake Valley Law Enforcement Service Area – John Brems, City Attorney
- E. Approval of a resolution approving an Interlocal Agreement between the Community Development and Renewal Agency of Herriman City and Jordan School District – John Brems, City Attorney

4. ADJOURNMENT

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323, providing at least 48 hours advance notice of the meeting.

Certificate of Posting

I, Jackie Nostrom, the duly appointed, qualified, and acting City Recorder of Herriman City, Utah, do hereby certify that the above and foregoing is a full, true and correct copy of the agenda; it was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body. Also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on Herriman City's website at www.herriman.org

Posted and Dated this 3rd day of December 2015

*Jackie Nostrom, CMC
City Recorder*



STAFF REPORT

DATE: December 3, 2015

TO: Community Development and Renewal Agency Board

FROM: Jackie Nostrom, City Recorder

SUBJECT: Ordinance Readopting the Community Development Project Area Plan Entitled “Herriman Business Center Community Development Project Area Plan,” Dated January 2015

RECOMMENDATION:

Approval of the ordinance of the City Council of Herriman City to readopt the Community Development Project Area Plan entitled, “Herriman Business Center Community Development Project Area Plan,” dated January 2015.

BACKGROUND:

The Project area was selected by the Agency as that area within Herriman will have an immediate opportunity to strengthen the community through a major developer who is willing to invest private capital into a community center that will allow for the construction of educational campus with regional draw, bring new businesses and services into the community, expand the residential diversity of the area, and provide for public infrastructure to support the development.

The purposes to adopt the project area are to accomplish the following:

1. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
2. Implement the tax increment financing provisions of the Act.
3. Encourage economic use of new construction upon the property located with the project area.
4. Promote and market the project area for community development that would be complementary to existing businesses and industries or would enhance the economic base of the City through diversification.
5. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.
6. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.
7. Achievement of an environment reflecting an appropriate level of concern for architectural, landscape and design principles, developed through

encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

8. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, parks and open space, and other public improvements.
9. Provide improved public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

DISCUSSION:

The City shall approve the design of all development within the project area to ensure that the development is consistent with the plan. Specific Design objectives and controls will approve building designs, open space pedestrian walks and interior drive designs, parking design, and project improvement designs.

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes the encouragement, promotion, or provision of development in the community. Further, the project will strengthen the tax base of the community, will accomplish community development objectives and create a well-planned business center and educational campus, with residential housing. The purposes will be obtained as a result of the proposed community development project by accomplishing the following: construction of educational/school buildings, establishment of new businesses, and public infrastructure improvements.

Jackie Nostrom
City Recorder

**HERRIMAN, UTAH
RESOLUTION NO. R_____**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY, READOPTING THE
COMMUNITY DEVELOPMENT PROJECT AREA PLAN ENTITLED,
“HERRIMAN BUSINESS CENTER COMMUNITY DEVELOPMENT
PROJECT AREA PLAN,” DATED JANUARY 2015**

WHEREAS, the Redevelopment Agency of Herriman City (the “Agency”) met in a special regular on December 9, 2015, to consider, among other things, readopting the Community Development Project Area Plan entitled, “Herriman Business Center Community Development Project Area Plan,” dated January 2015; and

WHEREAS the Agency was created to transact the business and exercise all of the powers provided for in the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act and any subsequent, replacement or amended law or act (the “Act”); and

WHEREAS, pursuant to Section 17C-4-101 of the Act the Agency board is duly empowered to authorize and approve by resolution the adoption of a community development project area plan; and

WHEREAS, a public hearing was held on April 8, 2015 to allow public comment of the draft plan of the Herriman Business Center Community Development Project Area Plan; and

WHEREAS, the Agency determines that it is necessary to readopt the Herriman Business Center Community Development Project Area Plan, dated January 2015.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY that it readopts the Herriman Business Center Community Development Project Area Plan dated January 2015 as follows:

Section 1. Project Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is as follows, to-wit:

The outer boundary of the CDA is as described below:

A tract of land located within the East half of Section 7, and the West Half of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Herriman City, Salt Lake County, State of Utah, and being more particularly described as follows;

Commencing at a point said point being a distance of 1647.29 feet, S 89°55'01" E along the section line and a distance of 1979.31 feet, South from the North Quarter corner of said Section 7, and running thence bearing N 38°24'00" E a distance of 2150.90 feet to the Westerly bank of the Provo Reservoir canal; thence along said Westerly bank the following 25 calls; (1) bearing N 85°56'02" E a distance of 202.12 feet; (2) along a curve to the RIGHT, having a radius of 167.31 feet, a delta angle of 14° 02' 54", and whose long chord bears S 87°02'33" E a distance of 40.92 feet; (3) bearing S 80°01'08" E a distance of 275.05 feet; (4) along a curve to the RIGHT, having a radius of 210.31 feet, a delta angle of 46° 59' 26", and whose long chord bears S 56°31'23" E a distance of 167.69 feet; (5) bearing S 33°01'37" E a distance of 262.36 feet; (6) along a curve to the RIGHT, having a radius of 862.31 feet a delta angle of 20° 23' 54.19", and whose long chord bears S 22°49'40" E a distance of 305.38 feet; (7) bearing S 12°37'44" E a distance of 241.98 feet; (8) along a curve to the LEFT, having a radius of 934.69 feet, a delta angle of 14° 03' 36", and whose long chord bears S 19°39'32" E a distance of 228.79 feet; (9) bearing S 26°41'20" E a distance of 252.50 feet; (10) bearing S 29°06'35" E a distance of 54.88 feet; (11) bearing N 42°27'54" E a distance of 16.05 feet; (12) bearing S 29°06'35" E a distance of 469.45 feet; (13) bearing S 31°00'12" E a distance of 438.47 feet; (14) along a curve to the RIGHT, having a radius of 326.87 feet, a delta angle of 16° 05' 17", and whose long chord bears S 22°57'34" E a distance of 91.48 feet; (15) along a curve to the RIGHT, having a radius of 66.81 feet, a delta angle of 35° 46' 26", and whose long chord bears S 2°58'25" W a distance of 41.04 feet; (16) bearing S 20°51'46" W a distance of 93.97 feet; (17) bearing S 24°09'11" W a distance of 73.17 feet; (18) along a curve to the LEFT, having a radius of 65.19 feet, a delta angle of 22° 19' 28", and whose long chord bears S 12°59'34" W a distance of 25.24 feet; (19) bearing S 1°49'58" W a distance of 46.07 feet; (20) along a curve to the LEFT, having a radius of 26.95 feet, a delta angle of 50° 25' 29", and whose long chord bears S 23°22'49" E a distance of 22.96 feet; (21) along a curve to the LEFT, having a radius of 83.95 feet, a delta angle of 20° 40' 57", and whose long chord bears S 58°56'06" E a distance of 30.14 feet; (22) along a curve to the LEFT, having a radius of 428.45 feet, a delta angle of 08° 52' 16", and whose long chord bears S 73°42'45" E a distance of 66.27 feet; (23) along a curve to the LEFT, having a radius of 918.95 feet, a delta angle of 02° 58' 48", and whose long chord bears S 79°38'16" E a distance of 47.79 feet; (24) along a curve to the RIGHT, having a radius of 603.05 feet, a delta angle of 13° 44' 58", and whose long chord bears S 74°15'10" E a distance of 144.37 feet; (25) bearing S 67°22'41" E a distance of 400.52 feet to the center section line of said section 8; thence along said center section line bearing S 0°33'21" W a distance of 1034.40 feet; thence bearing S 89°38'27" W a distance of 1316.11 feet; thence bearing S 0°30'43" W a distance of 1340.27 feet to the south line of said section 8; thence along said section line bearing S 89°26'53" W a distance of 1315.17 feet to the Southwest corner of said section 8; thence along the South section line of said section 7, bearing N 89°18'07" W a distance of 1395.38 feet; thence bearing N 52°48'16" W a distance of 324.08 feet; thence bearing N 37°11'44" E a distance of 216.14 feet; thence bearing N 52°48'16" W a distance of 789.63 feet; thence bearing N 38°23'59" E a distance of 1552.91 feet to the easterly right of way of the Mountain View Corridor; thence along said easterly right of way the following 6 calls (1) bearing N 53°57'03" W a distance of 152.48 feet; (2) bearing N 52°03'04" W a distance of 298.19 feet; (3) bearing N 27°21'54" W a distance of 181.27 feet; (4) bearing N 51°35'34" W a distance of 100.00 feet; (5) bearing N 75°49'14" W a distance of 189.81 feet; (6) bearing N 52°03'04" W a distance of 1247.02 feet to the southwest corner of the Meadows at Rosecrest phase 3, subdivision; thence along said south line of subdivision the following 12 calls; (1) bearing N 37°56'56" E a

distance of 254.18 feet; (2) bearing N 62°22'05" E a distance of 223.52 feet; (3) along a curve to the LEFT, having a radius of 533.00 a delta angle of 02° 04' 58", and whose long chord bears S 28°40'24" E a distance of 19.37 feet; (4) bearing N 60°17'08" E a distance of 103.00 feet; (5) bearing N 81°41'30" E a distance of 388.11 feet; (6) bearing N 78°34'32" E a distance of 56.90 feet; (7) bearing N 73°48'32" E a distance of 59.08 feet; (8) bearing N 69°48'12" E a distance of 59.18 feet; (9) bearing N 65°25'58" E a distance of 59.24 feet; (10) bearing N 60°22'16" E a distance of 81.00 feet; (11) bearing N 51°43'15" E a distance of 117.94 feet; (12) bearing N 48°03'09" E a distance of 5.00 feet to the westerly right of way line of Autumn Crest Blvd; thence along said westerly right of way the following 3 calls; (1) bearing S 41°56'51" E a distance of 150.85 feet; (2) along a curve to the LEFT, having a radius of 3045.00 a delta angle of 09° 39' 09", and whose long chord bears S 46°46'26" E a distance of 512.38 feet; (3) bearing S 51°35'59" E a distance of 215.70 feet; thence bearing N 38°24'00" E a distance of 90.00 feet to the point of beginning. Contains 372.9 acres.

Section 2. Findings. The Agency has determined and found as follows:

The adoption of the Project Area Plan will:

A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate development and economic development within the Project Area;

B. Provide a public benefit, as shown by the benefit analysis included in the Project Area Plan as required pursuant to Subsection 17C-4-103(11) of the Act;

C. Be economically sound and feasible; it is expected that the private sector will perform required construction and installation relating to projects, and any related funding from the Agency will be pursuant to interlocal agreements entered into between the Agency and one or more taxing entities and/or by way of grants received by the Agency;

D. Conform to the City of Herriman's general plan; the Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements;

E. Promote the public peace, health, safety and welfare of the City of Herriman.

READOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 9th day of December 2015.

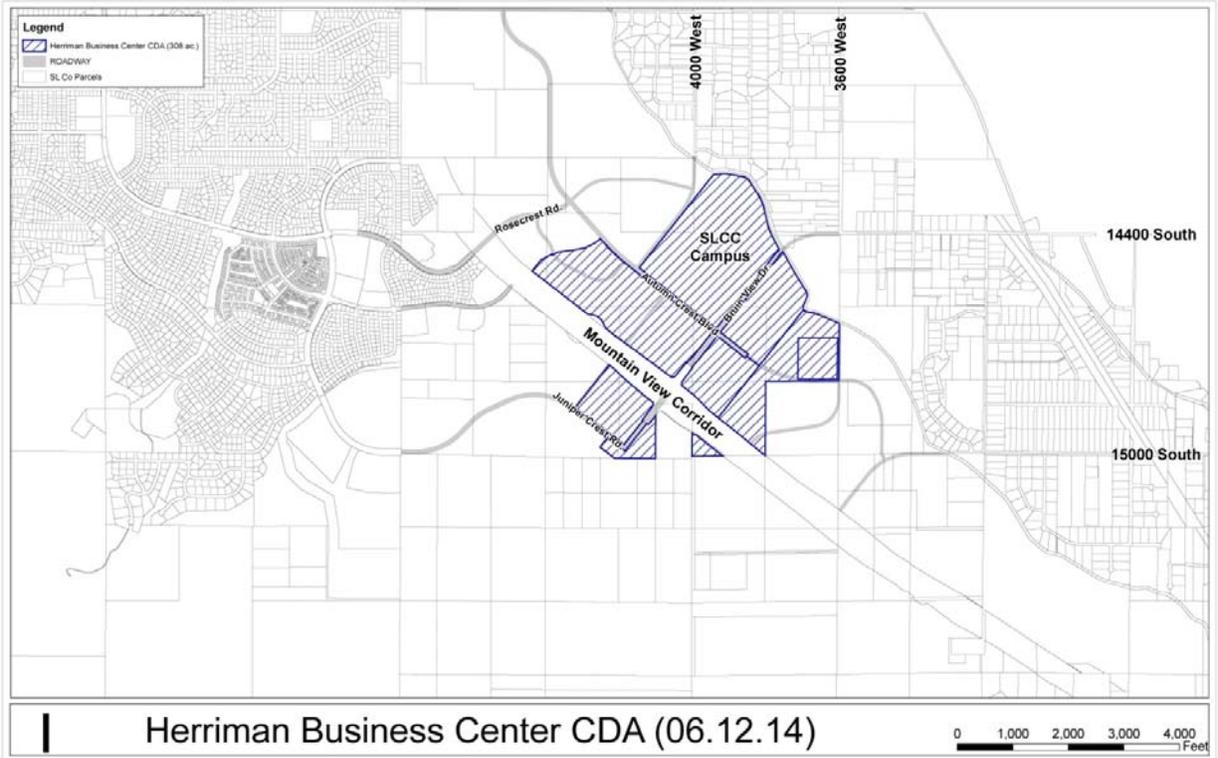
HERRIMAN

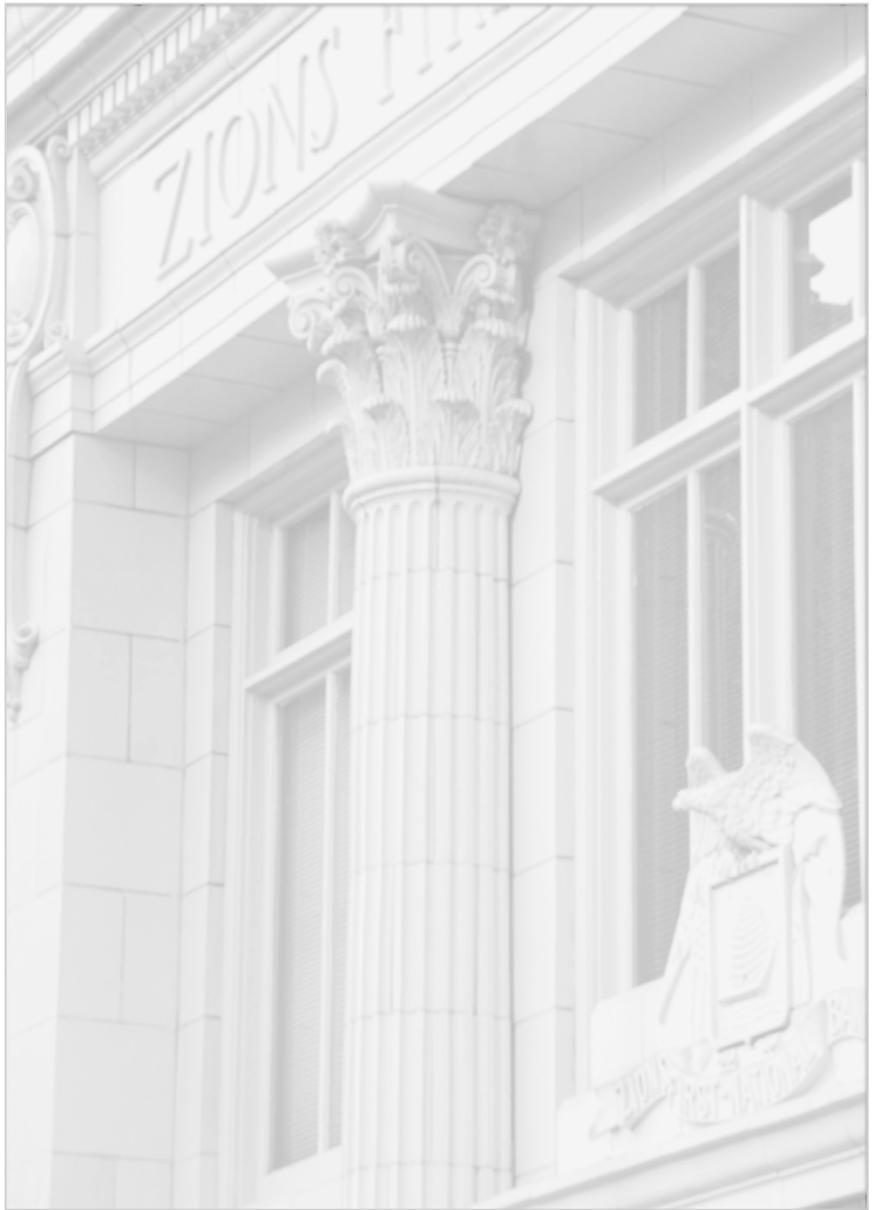
ATTEST:

_____, Chairperson

Jackie Nostrom, Secretary

EXHIBIT "A"
MAP OF HERRIMAN BUSINESS CENTER COMMUNITY DEVELOPMENT PROJECT
AREA





Herriman City

Business Center CDA Project Area Plan

ZIONS BANK  PUBLIC FINANCE

January 2015



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HERRIMAN BUSINESS CENTER CDA PROJECT AREA PLAN

The Agency, following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for new development, has carefully crafted this Herriman Business Center Community Development Project Area Plan (“Plan”) for the Herriman Business Center Community Development Project Area (“Project Area”).

In accordance with the terms of this Plan, the Agency will encourage, promote and provide for the development of a mixed use development. The Herriman Business Center CDA will include approximately 308 acres within which the Developer plans to develop 44 retail acres, 94 office acres, 10 acres for service uses, 27 acres of high-density housing, 4 transit-related acres, 102 acres of educational use (90 acres Salt Lake Community College; 12 acres Jordan School District), 12 acres of recreational space and 15 acres of rights-of-way.

In addition, this Plan will govern the development and maintenance of publicly-owned infrastructure needed to support the development proposed herein. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents, businesses and property owners of the City.

The Project is undertaken as a community development project pursuant to the provisions of the Act.

1. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

- a) Pursuant to the provisions of §17C-4-101 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Herriman City authorized the preparation of a draft community development project area plan; and
- b) Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- c) Pursuant to the provisions of §17C-4-102 (1)(a) of the Act, on the Agency’s own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and
- d) Pursuant to the provisions of §17C-4-102(1)(d) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and
- e) Pursuant to the provisions of §17C-4-102(1)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency’s offices during normal business

hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on March 11, 2015.

2. DEFINITIONS

As used in this Community Development Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
2. The term "**Agency**" shall mean the Community Development Renewal Agency of Herriman, a separate body corporate and politic.
3. The term "**base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.
4. The term "**City**" shall mean Herriman City, Utah.
5. The term "**community**" shall mean the community of Herriman City, Utah.
6. The term "**community development**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
7. The term "**developer**" shall mean the entities investing in the development in the area.
8. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-4-102 of the Act.
9. The term "**planning commission**" shall mean the planning commission of the City.
10. The term "**Project Area**" or "**Herriman Business Center Community Development Project Area**" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community development set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.
11. The term "**Project Area Budget**" shall mean a budget setting forth:
 - a. the anticipated costs, including administrative costs, of implementing the Herriman Business Center Community Development Project Area Plan; and
 - b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.

12. The term **"Project Area Map"** is the area depicted in Appendix A.
13. The term **"Project Area Plan"** or **"Plan"** shall mean a project area plan adopted pursuant to the Act to guide and control community development activity within the Project Area.
14. The term **"Herriman Business Center Community Development Project Area Plan"** or **"Plan"** shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community development activities within a project area.
15. The terms **"tax," "taxes," "property tax" or "property taxes"** include privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property.
16. The term **"taxing entity"** shall mean a public entity that levies a tax on property within the Project Area.
17. The term **"Tax Increment"** shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.
18. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

3. PROJECT AREA BOUNDARIES [17C-4-103(1)]

The Project Area consists of approximately 308 acres located along the Mountain View Corridor and approximately 14800 South and includes the properties lying within the boundaries as depicted on the Project Area map. The approximate boundaries follow 14200 on the North with the future Autumn Crest Boulevard and Rosecrest Road forming a corner on the Northwest. The Mountain View Corridor forms part of the southwest border of the Project Area, with a southern section in the area south of the Corridor generally bounded by the future Juniper Crest Road and 15000 South. The East border extends to 3600 West. A map of the Project Area is provided in Appendix A. The boundaries are given in detail in Appendix B as part of the legal description of the property.

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be Affected by the Community Development [17C-4-103(2)]

A. LAND USES IN THE PROJECT AREA

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

Land uses will be affected as vacant land is developed in accordance with this Plan. This will change existing vacant land use to commercial, residential and educational uses.

The 2025 Land Use map shows that land use within the Project Area is planned to include park land, open spaces, commercial uses, residential areas (low, medium, and high density), and mixed use areas. Development of this Project Area, as outlined in this Plan, is in accordance with the City's Land Use map.

Current land uses surrounding the Project Area include residential to the west, north and east; and unimproved real property, combined with agriculture, to the northwest, south and southeast.

At present, all of the real property in the Project Area is unimproved and is currently zoned MU-2, R-2-10, C-2, R-M and A-1.

B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

There are currently no improved roads within the Project Area. The layout of the principal roads planned for the Project Area is shown in Appendix A. Major roads proximate to the Project Area are 13400 South to the north, 15000 South and Rosecrest Road to the west. The Mountain View Corridor runs northwest to southeast through the Project Area.

The Mountain View Corridor serves 13 municipalities in western Salt Lake County and northwestern Utah County. Initial construction of the Mountain View Corridor in Salt Lake County includes two lanes in each direction from 5400 South to Redwood Road (at approximately 16000 South). The initial 15-mile segment includes signalized intersections where Mountain View Corridor crosses local roads and will preserve the land in the middle for future expansion.

There are no existing roads in the project area. When development occurs, principal roads will be developed as shown in Appendix A.

C. POPULATION DENSITIES IN THE PROJECT AREA

Currently, no one lives in the Project Area. The Plan proposes 27 acres of residential development, with average densities of 12 units per acre. This will result in an estimated 324 residential units. The average household size in Herriman is large – 3.86 persons per unit.¹ This would result in an estimated population of 1,250 persons in the Project Area. However, it is anticipated that the higher-density housing in this area will have smaller household sizes – similar to other higher-density developments. While household size is not known, if it is reduced to 2.6 persons per household, the same as the United States average,² the resulting population in the Project Area will

¹ United States Census 2010

² United States Census 2010

be 842 persons. The smaller household size results in a population density of 2.74 persons per acre, on average, over the entire Project Area.

D. BUILDING INTENSITIES IN THE PROJECT AREA

Currently there are no buildings within the Project Area. The Plan proposes 600,000 square feet of retail space on 44 acres, resulting in an average floor area ratio (FAR) of 0.31.³ for retail development. The Project Area will also include 94 acres of office space, supporting 1,500,000 square feet of office development, resulting in an average floor area ratio of 0.37 for building density.⁴ Both the retail and office floor area ratios are typical for their respective development types.

There will be 27 acres of residential development with an average of 12 units per acre, resulting in approximately 324 dwelling units. Service uses, such as hotels and restaurants, are planned on an additional 10 acres will include an additional 200,000 square feet of space, resulting in a building intensity of 0.46⁵

Salt Lake Community College will be located on 90 acres of the development, and will be developed in a campus-style format, with walkable areas of open space between the buildings. Planning for Salt Lake Community College expansion is currently underway and no building square footage has yet been determined. Jordan School District has been allocated 12 acres of the total development.

Of the remaining acreage, four acres are reserved for transit-related uses, 12 acres for recreational space and 15 acres for right-of-way. There will need to be some flexibility in the type and amount of square footage developed in order for the Developer to respond to changing market conditions in the future.

5. STANDARDS THAT WILL GUIDE THE COMMUNITY DEVELOPMENT [17C-4-103(3)]

A. GENERAL DESIGN OBJECTIVES

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; and (4) the City's land use code.

Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development. The development contemplated herein shall be of a design and shall use materials that are in harmony with adjoining areas and subject to design review and approval by the City. It is contemplated that these design

³ Calculated as follows: $600,000 \text{ bldg sf} / (44 \text{ acres} \times 43,560) = 0.31$

⁴ Calculated as follows: $1,500,000 \text{ bldg sf} / (94 \text{ acres} \times 43,560) = 0.37$

⁵ Calculated as follows: $200,000 \text{ bldg sf} / (10 \text{ acres} \times 43,560) = 0.46$



objectives will be addressed in a development agreement with the Developer specifically addressing these points.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance, be easily maintained, and indicative of their purpose.

Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the City's land use code, the applicable zoning designations, or as requested by the City or the Agency.

The general standards that will guide the community development are as follows:

1. Encourage and assist community development with the creation of a well-planned, vibrant business and educational center which will include space for retail, office, residential and educational uses.
2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.
4. Encourage economic use of and new construction upon the real property located within the Project Area.
5. Promote and market the Project Area for community development that would be complementary to existing businesses and industries or would enhance the economic base of the City through diversification.
6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.
7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.
8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.
10. Provide improved public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. SPECIFIC DESIGN OBJECTIVES AND CONTROLS

In addition to the general City design objectives and standards described above, it is contemplated that the following guidelines will be approved.

1. BUILDING DESIGN OBJECTIVES

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development.

The design of buildings shall take advantage of available views and topography and shall provide, where appropriate, separate levels of access.

2. OPEN SPACE PEDESTRIAN WALKS AND INTERIOR DRIVE DESIGN OBJECTIVES

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to existing and proposed buildings.

Comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to parking areas, and adjacent buildings on the same site.

The location and design of pedestrian walks should afford adequate safety and separation from vehicular traffic.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. PARKING DESIGN OBJECTIVES

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design.

It is desirable that parking areas be relatively level.

4. PROJECT IMPROVEMENT DESIGN OBJECTIVES

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.

- The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

C. TECHNIQUES TO ACHIEVE THE COMMUNITY DEVELOPMENT PLAN OBJECTIVES

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but may not be acquired by condemnation, unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

D. PROPERTY ACQUISITION, DISPOSITION AND DEVELOPMENT

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

1. ACQUISITION OF REAL PROPERTY

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

2. COOPERATION WITH THE COMMUNITY AND PUBLIC ENTITIES

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

3. PROPERTY MANAGEMENT

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

4. PROPERTY DISPOSITION AND DEVELOPMENT

The Agency is also authorized, by lawful means, to provide for and promote the community development of the Project Area as follows:

While there are currently no buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

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

Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the Agency for review and approval. All community development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

E. APPROVALS

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan.

6. HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY THE COMMUNITY DEVELOPMENT [17C-4-103(4)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the encouragement, promotion, or provision of development in the community. Further, the Project will strengthen the tax base of the community, will accomplish community development objectives and create a well-planned business center and educational campus, with residential housing. The purposes of the Act will be obtained as a result of the proposed community development project by accomplishing the following items:

A. CONSTRUCTION OF EDUCATIONAL / SCHOOL BUILDINGS

The proposed community development project will reserve approximately 90 acres for the development of a community college campus with multiple educational buildings. This complex will serve as a center for regional activity with anticipated student attendees commuting from various parts of Salt Lake and Utah Counties. It is anticipated that, over time, this will raise the educational and vocational skill levels of employees in the area and that this will attract more businesses to the City. There is also the potential for business incubation and increased business park development that will be an outgrowth of Salt Lake Community College.

B. ESTABLISHMENT OF NEW BUSINESS

The project includes significant commercial development which will benefit the State and the City through increased job creation, increased sales tax base, and increased income taxes paid.

C. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good

infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

The development of the Herriman Business Center CDA and the associated public infrastructure improvements will also: (a) make the land within the Project Area more accessible to and from other parts of the City; and (b) allow existing infrastructure to be extended and connected to other infrastructure and thereby used more efficiently. Thus, the components of the Project provided in this Plan will encourage, promote and provide for community development within the Project Area and the City generally for years to come.

7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-4-103(5)]

This Plan is consistent with the City's General Plan which states, "Herriman wishes to grow into a healthy, diverse, livable community, with a unique sense of place." This development will diversify and strengthen Herriman City by adding a business and educational center to the community – elements which are currently lacking in the City. It will also provide a greater diversity of residential housing. The Plan area is described specifically in the General Plan which refers to an area covering 1,179 acres. This Project Area is specifically mentioned in the General Plan as part of one of the three main focus areas for the City: These three areas are:

- Herriman Towne Center
- East and South Herriman
- North Herriman

Establishment of a Project Area in the East and South Herriman area clearly will further the goals and objectives of the City's General Plan by accelerating development in this area (Herriman 2025 Plan, approved July 2014).

8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT [17C-4-103(6)]

The proposed community development project will have a mix of uses, including office, retail, residential and institutional/educational uses.

Specific projects identified in the Plan include development of 600,000 sf of retail space on 44 acres, 1,500,000 square feet of office space on 94 acres, 200,000 square feet of service (hotel/restaurant) space on 10 acres and 324 residential units on 27 acres. In addition, there will be an educational campus spanning 90 acres. However, there will need to be some flexibility in the type and amount of square footage developed in order for the Developer to respond to changing market conditions in the future.



Specific projects also include construction and installation of the public infrastructure improvements, some of which will have the capacity to serve areas outside of the Project Area. Specific infrastructure improvements are included in the Project Area Budget.

9. HOW PRIVATE DEVELOPERS WILL BE SELECTED AND IDENTIFICATION OF CURRENT DEVELOPERS IN THE COMMUNITY DEVELOPMENT PROJECT AREA [17C-4-103(7)]

A. SELECTION OF PRIVATE DEVELOPERS

Originally, it is expected that the Momentum Development Group will be selected to pursue its proposal of constructing approximately 1,500,000 square feet of office space, 600,000 of retail space, 200,000 square feet of service space, and 324 residential units within the proposed Project Area. This selection has occurred because the Momentum Development Groups, through Rosecrest Communities LLC, is the single largest landowner in the area. The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED ECONOMIC DEVELOPMENT

Momentum Development Group is currently involved in the community development process and intends to construct significant office, retail, service and residential space in the Project Area. Specific development guidelines and agreement regarding the use and payment of tax increment will be set forth in a Development Agreement between the Agency and Momentum Development Group.

1. QUALIFIED OWNERS

It is anticipated that the Momentum Development Group will be selected to pursue its proposal of constructing office, retail, service and residential space in the Project Area. Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

2. OTHER PARTIES

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2)

requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. OWNER PARTICIPATION AGREEMENTS

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area. If the Project Area is adopted, it is contemplated that a development agreement may be entered into between the Agency and the Momentum Development Group.

10. REASONS FOR THE SELECTION OF THE PROJECT AREA [17C-4-103(8)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community through a major developer who is willing to invest private capital into a community center that will allow for the construction of an educational campus with regional draw, bring new businesses and services into the community, expand the residential diversity of the area, and provide for public infrastructure which will support the development contemplated herein and provide for future development in surrounding areas. Additionally, although not required as part of a Plan, it is anticipated that the project will create new jobs.

The Project Area contains a portion of the City that is desirable for business park and commercial development because of: (1) its accessible location to the planned Mountain View Corridor; (2) the opportunity to commence a public-private partnership to improve this area of the City; and (3) the current proposal of the Momentum Development Group to construct a large master planned development in the City, including the Project Area.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, City staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, development of the Project Area as a business and educational center is an important element in the City's General Plan.

11. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA [17C-4-103(9)]

A. PHYSICAL CONDITIONS

The Project Area consists of approximately 308 acres of relatively flat, publicly and privately owned vacant land as shown on the Project Area map, located in the eastern part of the City at a future interchange of the Mountain View Corridor and approximately 14800 South.

B. SOCIAL CONDITIONS

There are currently no buildings and no residents in the Project Area. No unusual social conditions were found to exist. Because of the shifting of land uses from vacant land to active business park, educational space and residential uses in the Project Area, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Herriman Business Center Project Area Plan will bring consumers, workers and students from all over the region to the Project Area for employment and educational purposes. It is anticipated, therefore, that the proposed project area will add to the community's economy, quality of life, and reputation.

C. ECONOMIC CONDITIONS

There is currently no development in the Project Area. Most of the land is either tax exempt or has been held in "greenbelt" status and therefore has a very low taxable value of \$384,642 based on the taxable value of the area as of January 1, 2014.⁶ Because of these conditions, minimal property tax revenues are currently generated from this area.

12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-4-103(10)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with the Jordan School District, Salt Lake County, Herriman City, water districts, sewer district, fire district, law enforcement district and possibly other smaller taxing entities to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Detailed tax increment information is provided in Appendix C in the Project Area Budget that is attached to this Plan and made a part thereof.

13. ANALYSIS OR DESCRIPTION OF THE ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT [17C-4-103(11)]

The public will realize significant benefits from the development of the Community Development Project Area as proposed by this Plan. The Agency's long-term objective in developing the Project Area is to create a high quality, mixed-use business and educational center that will diversify the

⁶ Based on an e-mail from the Salt Lake County Assessor's Office dated July 9, 2014.

City's economic and tax base, provide employment opportunities to City residents, and offer high-quality educational opportunities.

In order to facilitate the development contemplated herein, the Agency created the Project Area. The City and the Agency saw the development of the Project as an opportunity to “jump start” the proposed business park development by creating a public-private partnership for the project area. The residential development is necessary in order to create sufficient rooftops in close proximity that will support commercial development.

A. BENEFICIAL INFLUENCES ON THE TAX BASE

The anticipated taxable value of the area is over \$389 million at buildout, which is projected to occur approximately in approximately 2032. At that time, the incremental property tax revenues to all taxing entities should reach nearly \$6.7 million per year. In addition, the development will generate sales tax revenues (to the extent that support retail for the business park is located within the project area) and municipal energy (“franchise”) tax revenues.

In addition to tax revenues, the project will generate other revenues including Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

B. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY

Business and economic activity likely to be derived includes business and employee expenditures, student expenditures and construction expenditures.

1. BUSINESS, STUDENT AND EMPLOYEE EXPENDITURES

It is anticipated that employees and business owners in the Herriman Business Center CDA Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related businesses of office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Salt Lake County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.



- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

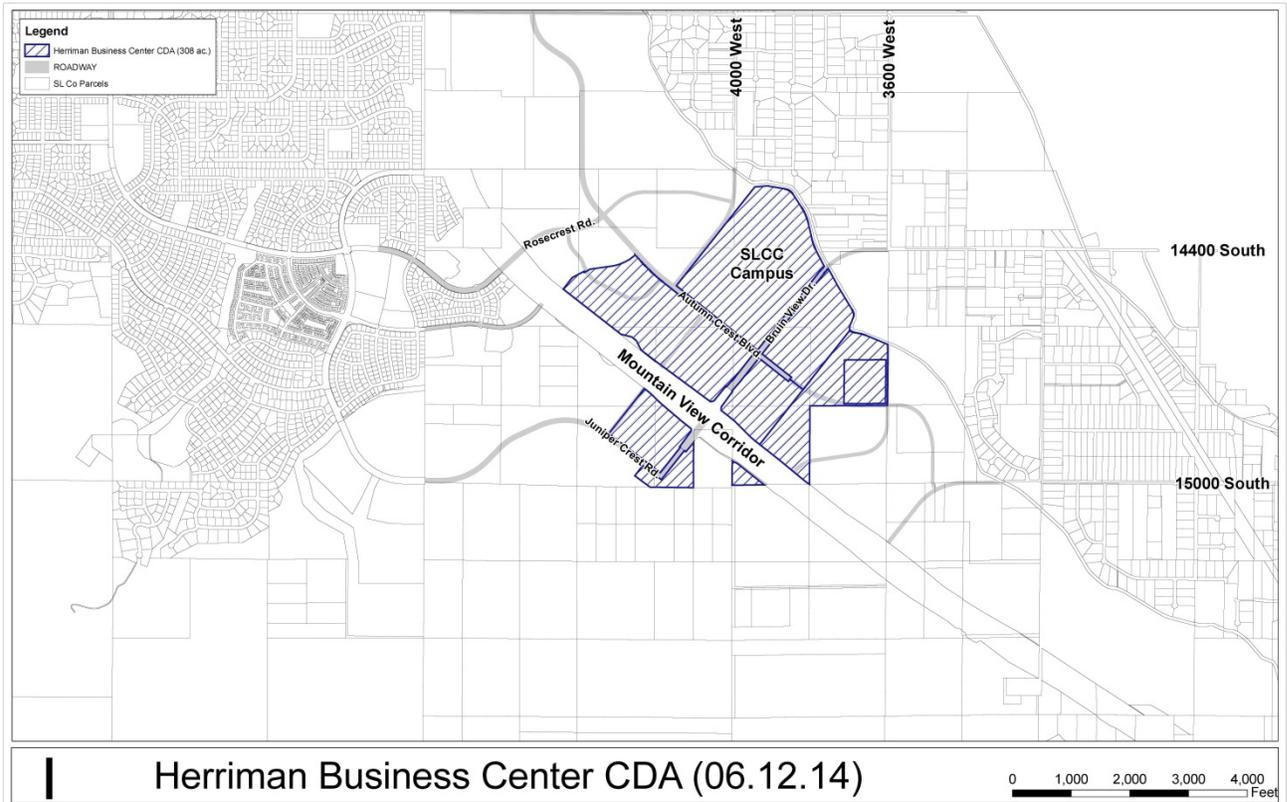
2. CONSTRUCTION EXPENDITURES

Economic activity associated with the development will include construction activity. Construction costs are expected to reach \$389 million, not including the construction of the college campus. A conservative estimate of the college campus cost of \$165 million⁷ results in total estimated construction costs of nearly \$554 million within the Project Area.

Generally, 40 percent of construction costs are attributable to labor, with another 40 percent for supplies, and the remaining 20 percent allocated to overhead and profit. This suggests that nearly \$222 million will be spent on labor, with another \$222 million spent on building supplies. A portion of the labor costs will be re-spent in the community – to the extent that convenience goods and services, such as fast food for lunch, personal services, etc., are available. A portion of the supplies could be purchased within the local community, and most likely within the County, thus generating additional sales tax revenues.

⁷ Estimated based on developing 90 acres at a FAR of 0.30, with an average construction cost of \$140 per square foot.

APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS





APPENDIX B: LEGAL DESCRIPTION

Property Owners within CDA:

Rosecrest Communities, LLC
4393 Riverboat Road #450
Salt Lake City, UT 84123

Salt Lake Community College
4600 South Redwood Road
Taylorsville, UT 84123

Board of Education of the Jordan School District
7905 South Redwood Road
West Jordan, UT 84088

Legal Description of CDA:

All of Lot D, Lot E, Lot F, Lot G, Lot H, Lot J, and Lot K of the South Herriman subdivision plat as recorded on May 7th, 2013 in the office of the Salt Lake County Recorders as Enty #11635733 on Book 2013P at Page 77.

AND

All of Parcel ID# 33-08-151-001, described as follows:

BEG S 89°55'01" E 1647.29 FT ALG SEC LINE & S 1979.31 FT FR
N 1/4 COR SEC 7, T4S, R1W, SLM; N 38°24' E 2150.89 FT; N
85°56'02" E 202.12 FT; E LY ALG 167.31 FT RADIUS CURVE TO R
41.02 FT (CHD S 87°02'33" E 40.92 FT); S 80°01'08" E 275.05
FT; SE LY ALG 210.31 FT RADIUS CURVE TO R 172.49 FT (CHD S
56°31'23" E 167.69 FT); S 33°01'37" E 262.36 FT; SE LY ALG
862.31 FT RADIUS CURVE TO R 306.99 FT (CHD S 22°49'40" E
305.38 FT); S 12°37'44" E 241.98 FT; S LY ALG 934.69 FT
RADIUS CURVE TO L 229.37 FT (CHD S 19°39'32" E 228.79 FT); S
26°41'20" E 252.50 FT; S 29°06'35" E 52.63 FT; SW LY ALG
1085 FT RADIUS CURVE TO L 112.45 FT (CHD S 41°22'09" W
112.40 FT); S 38°24' W 1713.86 FT; N 51°36' W 1761.87 FT TO
BEG. LESS & EXCEPT BEG S 0°27'59" W 731.22 FT FR NE COR SEC
7, T4S, R1W, SLM; S 0°27'59" W 611.68 FT TO SE COR OF NE 1/4
OF NE 1/4 SD SEC 7; N 89°50'48" W 478.80 FT; N 38°24' E
778.84 FT TO BEG. 86.64 AC M OR L.



AND

All of Parcel ID# 33-08-326-001, described as follows:

BEG S 0°33'20" W 637.35 FT & N 89°26'40" W 33 FT FR CEN SEC 8, T4S, R1W, SLM; S 0°33'20" W 664.44 FT; S 89°40'12" W 657.02 FT; N 0°33'20" E 664.44 FT; N 89°40'12" E 657.02 FT TO BEG. 10.00 AC.

AND

All of Parcel ID# 33-07-200-011, described as follows:

BEG S 0°27'59" W 731.22 FT FR NE COR SEC 7, T4S, R1W, SLM; S 0°27'59" W 611.68 FT TO SE COR OF NE 1/4 OF NE 1/4; N 89°50'48" W 478.80 FT; N 38°24' E 778.84 FT TO BEG. 3.36 AC MOR L.

AND

Lot C of the South Herriman subdivision plat as recorded on May 7th, 2013 in the office of the Salt Lake County Recorders as Enty #11635733 on Book 2013P at Page 77.

LESS AND EXCEPT

Beginning South 00°26'18" West 857.93 feet and South 89°33'42" East 387.82 feet from the monument located at the North Quarter Corner of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and on the West Right of Way line of Autumn Crest Boulevard as dedicated on the South Herriman Plat as recorded in the office of the Salt Lake County Recorder in Book 2013P on page 77 and running:

Thence South 86°16'38" East 34.94 feet;

Thence South 41°56'51" East 795.94 feet;

Thence South 48°03'09" West 5.00 feet;

Thence South 51°43'15" West 117.94 feet;

Thence South 60°22'16" West 81.00 feet;

Thence South 65°25'58" West 59.24 feet;

Thence South $69^{\circ}48'12''$ West 59.18 feet;

Thence South $73^{\circ}48'32''$ West 59.08 feet;

Thence South $78^{\circ}34'32''$ West 56.90 feet;

Thence South $81^{\circ}41'30''$ West 388.11 feet;

Thence South $60^{\circ}17'08''$ West 103.00 feet to a point of curvature;

Thence 19.37 feet along the arc of 533.00 foot radius curve to the left through a central angle $02^{\circ}04'58''$ (Long Chord Bears North $28^{\circ}40'24''$ West 19.37 feet) to a point of tangency;

Thence South $62^{\circ}22'05''$ West 223.52 feet;

Thence South $37^{\circ}56'56''$ West 254.19 feet;

Thence North $52^{\circ}03'04''$ West 266.57 feet;

Thence North $46^{\circ}19'06''$ West 223.74 feet;

Thence North $39^{\circ}47'40''$ West 429.30 feet;

Thence North $47^{\circ}20'29''$ East 170.06 feet to a point of curvature;

Thence 513.64 feet along the arc of a 755.00 foot radius curve to the right through a central angle $38^{\circ}58'45''$ (Long Chord Bears North $66^{\circ}49'51''$ East 503.79 feet) to a point of tangency;

Thence North $86^{\circ}19'13''$ East 91.67 feet to a point of curvature;

Thence 31.42 feet along the arc of a 20.00 foot radius curve to the right through a central angle $90^{\circ}00'00''$ (Long Chord Bears South $48^{\circ}40'47''$ East 28.28 feet) to a point of tangency;

Thence North $86^{\circ}19'13''$ East 66.00 feet to a point of curvature;

Thence 31.42 feet along the arc of a 20.00 foot radius curve to the right through a central angle $90^{\circ}00'00''$ (Long Chord Bears North $41^{\circ}19'13''$ East 28.28 feet) to a point of tangency;

Thence North $86^{\circ}19'13''$ East 24.46 feet to a point of curvature;

Thence 544.61 feet along the arc of a 845.00 foot radius curve to the left through a central angle of $36^{\circ}55'39''$ (Long Chord Bears North $67^{\circ}51'24''$ East 535.23 feet) to the point of beginning.



APPENDIX C: PROJECT AREA BUDGET

Project Year			NPV	TOTAL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20				
Inflation Year					2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
AGENCY BUDGET																													
Base year taxable value					\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642	\$384,642		
Total incremental value - annual					\$0	\$0	\$0	\$21,480,531	\$1,147,413	\$22,567,983	\$17,343,563	\$23,710,487	\$379,959	\$24,910,831	\$0	\$26,171,941	\$0	\$27,496,896	\$42,389,215	\$28,888,926	\$24,494,343	\$30,351,428	\$25,734,369	\$31,887,969	\$40,111,239	\$0	\$0		
Total incremental value - cumulative					\$0	\$0	\$0	\$21,480,531	\$22,627,945	\$45,195,928	\$62,539,491	\$86,249,978	\$86,629,937	\$111,540,767	\$111,540,767	\$137,712,708	\$137,712,708	\$165,209,604	\$207,598,819	\$236,487,745	\$260,982,088	\$291,333,516	\$317,067,885	\$348,955,854	\$389,067,092	\$389,067,092	\$389,067,092		
REVENUES																													
Tax Revenue Distribution																													
Base Year Taxable Value Revenues - to Entities	Tax Rate	Years																											
Salt Lake County	0.00318	20			\$16,499	\$24,463	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	\$1,223	
Jordan School District	0.007132	20			\$37,003	\$54,865	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	\$2,743	
Herriman Town	0.000418	20			\$2,169	\$3,216	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161
South Salt Lake Valley Mosquito Abatement	0.000021	20			\$109	\$162	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8
Jordan Valley Water Conservancy	0.000424	20			\$2,200	\$3,262	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163
South Valley Sewer	0.000396	20			\$2,055	\$3,046	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$152
Central Utah Water Conservancy	0.000446	20			\$2,314	\$3,431	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172	\$172
Salt Lake Valley Fire Service Area	0.002192	20			\$11,373	\$16,863	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843	\$843
Salt Lake Valley Law Enforcement Service Area	0.00223	20			\$11,570	\$17,155	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858	\$858
Salt Lake County Library	0.000755	20			\$3,917	\$5,808	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290	\$290
TOTAL	0.017194				\$89,207	\$132,271	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	\$6,614	
Check:																													
Incremental Revenues - to Entities	Tax Rate	% to Entity/Agency																											
Salt Lake County	0.00318	20	25%	\$1,559,079	\$3,035,364	\$0	\$0	\$0	\$17,077	\$17,989	\$35,931	\$49,719	\$68,569	\$68,871	\$88,675	\$88,675	\$109,482	\$109,482	\$131,342	\$165,041	\$188,008	\$207,481	\$231,610	\$252,069	\$277,420	\$309,308	\$309,308	\$309,308	
Jordan School District	0.007132	20	25%	\$3,496,650	\$6,807,614	\$0	\$0	\$0	\$38,300	\$40,346	\$80,584	\$111,508	\$153,784	\$154,461	\$198,877	\$198,877	\$245,542	\$245,542	\$294,569	\$370,149	\$421,658	\$465,331	\$519,448	\$565,332	\$622,188	\$693,707	\$693,707	\$693,707	
Herriman Town	0.000418	20	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
South Salt Lake Valley Mosquito Abatement	0.000021	20	100%	\$41,183	\$80,179	\$0	\$0	\$0	\$451	\$475	\$949	\$1,313	\$1,811	\$1,819	\$2,342	\$2,342	\$2,892	\$2,892	\$3,469	\$4,360	\$4,966	\$5,481	\$6,118	\$6,658	\$7,328	\$8,170	\$8,170	\$8,170	
Jordan Valley Water Conservancy	0.000424	20	20%	\$166,302	\$323,772	\$0	\$0	\$0	\$1,822	\$1,919	\$3,833	\$5,303	\$7,314	\$7,346	\$9,459	\$9,459	\$11,678	\$11,678	\$14,010	\$17,604	\$20,054	\$22,131	\$24,705	\$26,887	\$29,591	\$32,993	\$32,993	\$32,993	
South Valley Sewer	0.000396	20	20%	\$155,320	\$302,391	\$0	\$0	\$0	\$1,701	\$1,792	\$3,580	\$4,953	\$6,831	\$6,861	\$8,834	\$8,834	\$10,907	\$10,907	\$13,085	\$16,442	\$18,730	\$20,670	\$23,074	\$25,112	\$27,637	\$30,814	\$30,814	\$30,814	
Central Utah Water Conservancy	0.000446	20	20%	\$174,931	\$340,572	\$0	\$0	\$0	\$1,916	\$2,018	\$4,031	\$5,579	\$7,693	\$7,727	\$9,949	\$9,949	\$12,284	\$12,284	\$14,737	\$18,518	\$21,280	\$23,280	\$25,987	\$28,282	\$31,127	\$34,705	\$34,705	\$34,705	
Salt Lake Valley Fire Service Area	0.002192	20	25%	\$1,074,686	\$2,092,301	\$0	\$0	\$0	\$11,771	\$12,400	\$24,767	\$34,272	\$47,265	\$47,473	\$61,124	\$61,124	\$75,467	\$75,467	\$90,535	\$113,561	\$129,595	\$143,018	\$159,651	\$173,753	\$191,228	\$213,209	\$213,209	\$213,209	
Salt Lake Valley Law Enforcement Service Area	0.00223	20	25%	\$1,093,316	\$2,128,573	\$0	\$0	\$0	\$11,975	\$12,615	\$25,197	\$34,866	\$48,084	\$48,296	\$62,184	\$62,184	\$76,775	\$76,775	\$92,104	\$115,736	\$131,842	\$145,498	\$162,418	\$176,765	\$194,543	\$216,905	\$216,905	\$216,905	
Salt Lake County Library	0.000755	20	25%	\$370,159	\$720,660	\$0	\$0	\$0	\$4,054	\$4,271	\$8,531	\$11,804	\$16,280	\$16,351	\$21,053	\$21,053	\$25,993	\$25,993	\$31,183	\$39,184	\$44,637	\$49,260	\$54,989	\$59,847	\$65,865	\$73,436	\$73,436	\$73,436	
TOTAL	0.017194			\$8,131,624	\$15,831,426	\$0	\$0	\$0	\$89,068	\$93,826	\$187,403	\$259,317	\$357,631	\$359,207	\$462,498	\$462,498	\$571,019	\$571,019	\$685,033	\$860,798	\$980,585	\$1,082,149	\$1,208,000	\$1,314,706	\$1,446,928	\$1,613,247	\$1,613,247	\$1,613,247	
Check:																													
Incremental Revenues - to Agency	Tax Rate																												
Salt Lake County	0.003180	20	75%	\$4,677,236	\$9,106,091	\$0	\$0	\$0	\$51,231	\$53,968	\$107,792	\$149,157	\$205,706	\$206,612	\$266,025	\$266,025	\$328,445	\$328,445	\$394,025	\$495,123	\$564,023	\$622,442	\$694,830	\$756,207	\$832,260	\$927,925	\$927,925	\$927,925	
Jordan School District	0.007132	20	75%	\$10,489,951	\$20,422,843	\$0	\$0	\$0	\$114,899	\$121,037	\$241,753	\$334,524	\$461,351	\$463,384	\$596,632	\$596,632	\$736,625	\$736,625	\$883,706	\$1,110,446	\$1,264,973	\$1,395,993	\$1,558,343	\$1,695,996	\$1,866,565	\$2,081,120	\$2,081,120	\$2,081,120	
Herriman Town	0.000418	20	100%	\$819,742	\$1,595,952	\$0	\$0	\$0	\$8,979	\$9,458	\$18,892	\$26,142	\$36,052	\$36,211	\$46,624	\$46,624	\$57,564	\$57,564	\$69,058	\$86,776	\$98,852	\$109,091	\$121,777	\$132,534	\$145,864	\$162,630	\$162,630	\$162,630	
South Salt Lake Valley Mosquito Abatement	0.000021	20	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Jordan Valley Water Conservancy	0.000424	20	80%	\$665,207	\$1,295,089	\$0	\$0	\$0	\$7,286	\$7,675	\$15,330	\$21,213	\$29,256	\$29,385	\$37,835	\$37,835	\$46,712	\$46,712	\$56,039	\$70,418	\$80,217	\$88,525	\$98,820	\$107,549	\$118,366	\$131,972	\$131,972	\$131,972	
South Valley Sewer	0.000396	20	80%	\$621,278	\$1,209,564	\$0	\$0	\$0	\$6,805	\$7,169	\$14,318	\$19,813	\$27,324	\$27,444	\$35,336	\$35,336	\$43,627	\$43,627	\$52,338	\$65,767	\$74,919	\$82,679	\$92,294	\$100,447	\$110,549	\$123,256	\$123,256	\$123,256	
Central Utah Water Conservancy	0.000446	20	80%	\$699,722	\$1,362,287	\$0	\$0	\$0	\$7,664	\$8,074	\$16,126	\$22,314	\$30,774	\$30,910	\$39,798	\$39,798	\$49,136	\$49,136	\$58,947	\$74,071	\$84,379	\$93,118	\$103,948	\$113,130	\$124,507	\$138,819	\$138,819	\$138,819	
Salt Lake Valley Fire Service Area	0.002192	20	75%	\$3,224,057	\$6,276,903	\$0	\$0	\$0	\$35,314	\$37,200	\$74,302	\$102,815	\$141,795	\$142,420	\$183,373	\$183,373	\$226,400	\$226,400	\$271,605	\$341,292	\$38								



STAFF REPORT

DATE: December 3, 2015
TO: Community Development and Renewal Agency Board
FROM: Jackie Nostrom, City Recorder
SUBJECT: Interlocal Cooperative Agreements

RECOMMENDATION:

Approval of the Interlocal Agreements with Jordan Valley Water Conservancy District, South Valley Sewer District, Unified Fire Authority, Jordan School District, and Salt Lake Valley Law Enforcement Service Area.

BACKGROUND:

Pursuant to Utah Code Ann. § 17C-4-101 et seq. the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community development project area plan and the taxing entities under the Act and the Agency has negotiated with them to receive a portion of shared tax increments the terms of which are set forth in the attached Interlocal agreements.

Jackie Nostrom
City Recorder

**HERRIMAN, UTAH
RESOLUTION NO. R2015-04**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH JORDAN VALLEY
WATER CONSERVANCY DISTRICT**

WHEREAS, the Redevelopment Agency of Herriman City (the “Agency”) met in regular open and public meeting on May 27, 2015, to consider, among other things, approving an Interlocal cooperative agreement with Jordan Valley Water Conservancy District; and

WHEREAS the Agency was created to transact the business and exercise all of the powers provided for in the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act and any subsequent, replacement or amended law or act (the “Act”); and

WHEREAS, pursuant to Section 17C-4-101 et seq. of the Act the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community development project area plan; and

WHEREAS, Jordan Valley Water Conservancy District is a taxing entity under the Act and the Agency has negotiated with Jordan Valley Water Conservancy District to receive a portion of the shared tax increment. The terms of which are set forth in the attached Interlocal agreement (“Interlocal”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY that the Interlocal be approved, that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same, and that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 27th day of May 2015.

HERRIMAN

ATTEST:

Carmen Freeman, Chairperson

Cindy Quick, Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
HERRIMAN AND JORDAN VALLEY WATER CONSERVANCY DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into as of the 9th day of December, 2015, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the “**Agency**”) and the **JORDAN VALLEY WATER CONSERVANCY DISTRICT** (the “**District**”) (collectively, the “**Parties**”).

RECITALS

A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Development Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Herriman, Utah, as contemplated by the Development Act; and

B. Pursuant to Resolution No. R2015-01 adopted by the Agency on January 28, 2015, the Agency authorized steps to be taken for the creation of the Herriman Business Park Community Development Project Area (the “**Project Area**”) and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit “A” and incorporated herein by this reference (referred to in this Interlocal Agreement as the “**Project Area Plan**,” which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to encourage, promote and provide for the development of a business center in the Project Area; and

C. On or about April 8, 2015, the Agency established the Project Area through adoption of the proposed Project Area Plan; and

D. The Agency intends to issue one or more bonds to finance the construction of certain infrastructure improvements for the Project Area; and

E. The District has determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area; and

F. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102(47) (hereinafter “**Tax Increment**”)) from the Project Area, to assist in the development of the Project Area and for funding of the Project Area Plan; and

G. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment by Salt Lake County (the “**County**”) to the Agency of a portion of the District’s share of Tax Increment generated from the Project Area attributable to the District’s tax levy, for the purposes set forth herein and in accordance with the terms of this Agreement; and

H. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and

I. In order to facilitate development of and in the Project Area and to provide funds to carry out the Project Area Plan, the District desires to consent that the Agency receive certain Tax Increment from the Project Area attributable to the District's tax levy, in accordance with the terms of this Agreement; and

J. This Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, as amended (the "**Cooperation Act**").

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

1. **District's Consent.**

a. The Parties agree that for purposes of calculation of the District's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2014, and the base taxable value shall be the 2014 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Parties believe that the 2014 base taxable value of the Project Area is approximately \$384,642 which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the District hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid seventy-five percent (75%) of the tax increment attributable to the District's tax levy on both real and personal property within the Project Area (the "**District Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with any tax year from 2016 through 2019 at the Agency's election and determination as evidenced by written notice to the District and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the District's tax levy that is paid to the Agency over the applicable twenty (20) year period under this Agreement shall not exceed \$1,300,000; and provided further, that any portion of the District's taxes resulting from an increase in the District's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. For the twenty (20) year period described above, the remaining 25% of the Tax Increment attributable to the District's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the District. All tax increment from the Project Area attributable to the District's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the District. The calculation of the District's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the twenty (20) year period described in Section 1.a. above.

c. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Development Act, or in the Cooperation Act, none of the District Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to purchase, treatment, or storage other than infrastructure owned and used by Herriman City in its delivery of water.

2. **Final Project Area Plan.** The Parties agree that in the event the Agency does not adopt a final Project Area Plan pursuant to Utah Code Ann. § 17C-4-102(1)(f) on or before December 31, 2015, this Agreement shall terminate without further notice or condition, and neither Party shall have any further obligation hereunder.

3. **Authorized Uses of Tax Increment.** Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any improvements of the Project Area, as described herein and/or as contemplated in the Project Area Plan, including, but not limited to financing the cost of public infrastructure and other improvements located within or benefitting the Project Area, site preparation, and administrative costs, as authorized by the Development Act.

4. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

5. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Project Area Plan and expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

6. **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 Utah Code Ann. § 11-13-202.5;

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 Utah Code Ann. § 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;

e. The term of this Agreement shall commence on the Effective Date and shall terminate on the date when all of the District Share has been paid to the Agency as provided for herein, or the date when the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event this Agreement shall terminate no later than January 1, 2039;

f. Following the execution of this Agreement by both Parties, the Agency, at its sole expense, shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-4-202;

g. The Parties agree that they do not, by this Agreement, create an interlocal entity;

h. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained;

i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

7. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

12. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

13. **Effective Date.** Payment of the Tax Increment under this Agreement is conditioned upon adoption by the Agency of the Project Area Plan, and this Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

14. **Entire Agreement.** 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.

15. **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.

16. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties.

ENTERED into as of the day and year first above written.

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN**

By: _____
Chair

Attest:

By: _____
Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency of Herriman, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Community Development and
Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

**JORDAN VALLEY WATER CONSERVANCY
DISTRICT**

By: _____
Gary C. Swensen
Its Chair, Board of Trustees

ATTEST:

Richard P. Bay, Clerk

Attorney Review for the District:

The undersigned, as attorney for the Jordan Valley Water Conservancy District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Jordan Valley Water
Conservancy District

**HERRIMAN, UTAH
RESOLUTION NO.**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH SOUTH VALLEY
SEWER DISTRICT**

WHEREAS, the Redevelopment Agency of Herriman City (the “Agency”) met in regular open and public meeting on December 9, 2015, to consider, among other things, approving an Interlocal cooperative agreement with South Valley Sewer District; and

WHEREAS the Agency was created to transact the business and exercise all of the powers provided for in the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act and any subsequent, replacement or amended law or act (the “Act”); and

WHEREAS, pursuant to Section 17C-4-101 et seq. of the Act the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community development project area plan; and

WHEREAS, South Valley Sewer District is a taxing entity under the Act and the Agency has negotiated with South Valley Sewer District to receive a portion of the shared tax increment. The terms of which are set forth in the attached Interlocal agreement (“Interlocal”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY that the Interlocal be approved, that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same, and that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 9th day of December 2015.

HERRIMAN

ATTEST:

Carmen Freeman, Chairperson

Cindy Quick, Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
HERRIMAN AND SOUTH VALLEY SEWER DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into as of the 9th day of December 2015, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the “**Agency**”) and the **SOUTH VALLEY SEWER DISTRICT** (the “**District**”) (collectively, the “**Parties**”).

RECITALS

A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Development Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Herriman, Utah, as contemplated by the Development Act; and

B. Pursuant to Resolution No.R2015-01 adopted by the Agency on January 28, 2015, the Agency authorized steps to be taken for the creation of the Herriman Business Park Community Development Project Area (the “**Project Area**”) and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit “A” and incorporated herein by this reference (referred to in this Interlocal Agreement as the “**Project Area Plan**,” which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to encourage, promote and provide for the development of a business center in the Project Area; and

C. On or about April 8, 2015, the Agency established the Project Area through adoption of the proposed Project Area Plan; and

D. The Agency intends to issue one or more bonds to finance the construction of certain infrastructure improvements for the Project Area; and

E. The District has determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area; and

F. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102(47) (hereinafter “**Tax Increment**”)) from the Project Area, to assist in the development of the Project Area and for funding of the Project Area Plan; and

G. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment by Salt Lake County (the “**County**”) to the Agency certain Tax Increment from the Project Area attributable to the District’s tax levy, for the purposes set forth herein; and

H. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and

I. In order to facilitate development of and in the Project Area and to provide funds to carry out the Project Area Plan, the District desires to consent that the Agency receive certain Tax Increment from the Project Area attributable to the District's tax levy, in accordance with the terms of this Agreement; and

J. This Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, as amended (the "**Cooperation Act**").

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

1. **District's Consent.**

a. The Parties agree that for purposes of calculation of the District's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2014, and the base taxable value shall be the 2014 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Parties believe that the 2014 base taxable value of the Project Area is approximately \$ 384,642 which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the District hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid eighty percent (75%) of the tax increment attributable to the District's tax levy on both real and personal property within the Project Area (the "**District Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with any tax year from 2016 through 2018 at the Agency's election and determination as evidenced by a written notice to the District and to the Salt Lake County Auditor and Assessor; provided, however, that any portion of the District's taxes resulting from an increase in the District's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. For the twenty (20) year period described above, the remaining 25% of the Tax Increment attributable to the District's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the District. All tax increment from the Project Area attributable to the District's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the District. The calculation of the District's portion of annual Tax

Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the twenty (20) year period described in Section 1.a. above.

c. Notwithstanding the foregoing, if the Agency receives in less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project Area, including, but not limited to, debt service on any bonds issued to finance Project Area costs and the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated twenty (20) year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project Area costs will not extend over a period longer than twenty (20) years.

2. **Final Project Area Plan.** The Parties agree that in the event the Agency does not approve a final Project Area Plan pursuant to Utah Code Ann. § 17C-4-102(1)(f), this Agreement shall terminate, and neither party shall have any further obligation hereunder.

3. **Authorized Uses of Tax Increment.** Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any improvements of the Project Area, as described herein and/or as contemplated in the Project Area Plan, including, but not limited to financing the cost of public infrastructure and other improvements located within or benefitting the Project Area, site preparation, and administrative costs, as authorized by the Development Act.

4. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

5. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Project Area Plan and expected benefits to the community and to the Parties, and each of the parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

6. **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 Utah Code Ann. § 11-13-202.5;

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 Utah Code Ann. § 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;

e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the District Share has for the 20-year period been paid to and disbursed by the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof but in any event unless amended this Area shall terminate no later than January 1, 2039;

f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-4-202;

g. The Parties agree that they do not, by this Agreement, create an interlocal entity;

h. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained;

i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

7. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing

and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties’ intent in entering into this Agreement.

12. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

13. **Effective Date.** Payment of Tax Increment under this Agreement is conditioned upon adoption by the Agency of the Project Area Plan, and this Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

14. **Entire Agreement.** 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.

15. **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.

16. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties

ENTERED into as of the day and year first above written.

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN**

By: _____
Chair

Attest:

By: _____
Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency of Herriman, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Community Development and
Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

SOUTH VALLEY SEWER DISTRICT

By: _____
Printed Name: _____
Title: Chairman, Board of Trustees

ATTEST:

Clerk

Attorney Review for the District:

The undersigned, an attorney for the South Valley Sewer District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for South Valley Sewer District

HERRIMAN, UTAH
RESOLUTION NO. _____

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH UNIFIED FIRE
AUTHORITY**

WHEREAS, the Redevelopment Agency of Herriman City (the “Agency”) met in regular open and public meeting on December 9, 2015, to consider, among other things, approving an Interlocal cooperative agreement with Unified Fire Authority; and

WHEREAS the Agency was created to transact the business and exercise all of the powers provided for in the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act and any subsequent, replacement or amended law or act (the “Act”); and

WHEREAS, pursuant to Section 17C-4-101 et seq. of the Act the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community development project area plan; and

WHEREAS, Unified Fire Authority is a taxing entity under the Act and the Agency has negotiated with Unified Fire Authority to receive a portion of the shared tax increment. The terms of which are set forth in the attached Interlocal agreement (“Interlocal”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY that the Interlocal be approved, that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same, and that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 9th day of December 2015.

HERRIMAN

ATTEST:

Carmen Freeman, Chairperson

Cindy Quick, Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
HERRIMAN AND UNIFIED FIRE SERVICE AREA**

THIS INTERLOCAL AGREEMENT is entered into as of the ___ day of August 2015, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the “**Agency**”) and the **UNIFIED FIRE SERVICE AREA** (the “**Area**”) (collectively, the “**Parties**”).

RECITALS

A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Development Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Herriman, Utah, as contemplated by the Development Act; and

B. Pursuant to Resolution No.R2015001 adopted by the Agency on January 28, 2015, the Agency authorized steps to be taken for the creation of the Herriman Business Park Community Development Project Area (the “**Project Area**”) and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit “A” and incorporated herein by this reference (referred to in this Interlocal Agreement as the “**Project Area Plan**,” which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to encourage, promote and provide for the development of a business center in the Project Area; and

C. On or about April 8, 2015, the Agency establish the Project Area through adoption of the proposed Project Area Plan; and

D. The Agency intends to issue one or more bonds to finance the construction of certain infrastructure improvements for the Project Area; and

E. The Area has determined that it is in the best interests of the Area to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area; and

F. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102(47) (hereinafter “**Tax Increment**”)) from the Project Area, to assist in the development of the Project Area and for funding of the Project Area Plan; and

G. Utah Code Ann. § 17C-4-201(1) authorizes the Area to consent to the payment by Salt Lake County (the “**County**”) to the Agency certain Tax Increment from the Project Area attributable to the Area’s tax levy, for the purposes set forth herein; and

H. Utah Code Ann. § 11-13-215 further authorizes the Area to share its tax and other revenues with the Agency; and

I. In order to facilitate development of and in the Project Area and to provide funds to carry out the Project Area Plan, the Area desires to consent that the Agency receive certain Tax Increment from the Project Area attributable to the Area's tax levy, in accordance with the terms of this Agreement; and

J. This Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, as amended (the "**Cooperation Act**").

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

1. **Area's Consent.**

a. The Parties agree that for purposes of calculation of the Area's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2014, and the base taxable value shall be the 2014 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Parties believe that the 2014 base taxable value of the Project Area is approximately \$ 384,642 which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Area hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid seventy five percent (75%) of the tax increment attributable to the Area's tax levy on both real and personal property within the Project Area (the "**Area Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with any tax year from 2016 through 2019 at the Agency's election and determination as evidenced by a written notice to the Area and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the Area's tax levy that is paid to the Agency over the applicable twenty (20) year period under this Agreement shall not exceed \$6,275,111, and provided further that any portion of the Area's taxes resulting from an increase in the Area's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Area specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. For the twenty (20) year period described above, the remaining 25% of the Tax Increment attributable to the Area's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Area. All tax increment from the Project Area attributable to the Area's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the Area. The calculation of the Area's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the Area Share in accordance with Utah Code Ann. § 17C-4-203 for the twenty (20) year period described in Section 1.a. above.

c. Notwithstanding the foregoing, if the Agency receives in less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project Area, including, but not limited to, debt service on any bonds issued to finance Project Area costs and the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the Area Share under this Agreement, or (ii) renegotiate this Agreement with the Area to provide for the payment of the Area Share for the remainder of all or a portion of the originally contemplated twenty (20) year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project Area costs will not extend over a period longer than twenty (20) years.

2. **Final Project Area Plan.** The Parties agree that in the event the Agency does not approve a final Project Area Plan pursuant to Utah Code Ann. § 17C-4-102(1)(f), this Agreement shall terminate, and neither party shall have any further obligation hereunder.

3. **Authorized Uses of Tax Increment.** Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the Area Share to the payment of any improvements of the Project Area, as described herein and/or as contemplated in the Project Area Plan, including, but not limited to financing the cost of public infrastructure and other improvements located within or benefitting the Project Area, site preparation, and administrative costs, as authorized by the Development Act.

4. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

5. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Project Area Plan and expected benefits to the community and to the Parties, and each of the parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

6. **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 Utah Code Ann. § 11-13-202.5;

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 Utah Code Ann. § 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;

e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the Area Share has for the 20-year period been paid to and disbursed by the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof but in any event unless amended this Area shall terminate no later than January 1, 2039;

f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-4-202;

g. The Parties agree that they do not, by this Agreement, create an interlocal entity;

h. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained;

i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

7. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action,

and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly affects the Parties' intent in entering into this Agreement.

12. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

13. **Effective Date.** Payment of Tax Increment under this Agreement is conditioned upon adoption by the Agency of the Project Area Plan, and this Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

14. **Entire Agreement.** 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.

15. **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.

16. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties

ENTERED into as of the day and year first above written.

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN**

By: _____
Chair

Attest:

By: _____
Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency of Herriman, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Community Development and
Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT



UNIFIED FIRE SERVICE AREA

John B. Seghine
Chair

ATTEST:

[Signature]
Clerk

Attorney Review for the Area:

The undersigned, an attorney for the Unified Fire Service Area, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

[Signature]
Attorney for the Unified Fire Service Area

**HERRIMAN, UTAH
RESOLUTION NO. _____**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH JORDAN SCHOOL
DISTRICT**

WHEREAS, the Redevelopment Agency of Herriman City (the “Agency”) met in regular open and public meeting on December 9, 2015, to consider, among other things, approving an Interlocal cooperative agreement with Jordan School District; and

WHEREAS the Agency was created to transact the business and exercise all of the powers provided for in the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act and any subsequent, replacement or amended law or act (the “Act”); and

WHEREAS, pursuant to Section 17C-4-101 et seq. of the Act the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community development project area plan; and

WHEREAS, Jordan School District is a taxing entity under the Act and the Agency has negotiated with Jordan School District to receive a portion of the shared tax increment. The terms of which are set forth in the attached Interlocal agreement (“Interlocal”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY that the Interlocal be approved, that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same, and that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 9th day of December 2015.

HERRIMAN

ATTEST:

Carmen Freeman, Chairperson

Cindy Quick, Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
HERRIMAN AND BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into as of the 16 day of June 2015, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the “**Agency**”) and the **BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**, a body corporate and politic of the state of Utah (the “**District**”) (collectively, the “**Parties**”).

RECITALS

A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Development Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Herriman, Utah, as contemplated by the Development Act; and

B. Pursuant to Resolution No. R2015-01 adopted by the Agency on January 28, 2015, the Agency authorized steps to be taken for the creation of the Herriman Business Park Community Development Project Area (the “**Project Area**”) and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit “A” and incorporated herein by this reference (referred to in this Interlocal Agreement as the “**Project Area Plan**,” which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to encourage, promote and provide for the development of a business center in the Project Area; and

C. On or about April 8, 2015, the Agency established the Project Area through adoption of the proposed Project Area Plan; and

D. The Agency intends to issue one or more bonds to finance the construction of certain infrastructure improvements for the Project Area; and

E. The District has determined that it serves the interests of the District to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area; and

F. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102(47) (hereinafter “**Tax Increment**”)) from the Project Area, to assist in the development of the Project Area and for funding of the Project Area Plan; and

G. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment by Salt Lake County (the “**County**”) to the Agency certain Tax Increment from the Project Area attributable to the District’s tax levy, for the purposes set forth herein; and

H. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and

I. In order to facilitate development of and in the Project Area and to provide funds to carry out the Project Area Plan, the District desires to consent that the Agency receive certain Tax Increment from the Project Area attributable to the District's tax levy, in accordance with the terms of this Agreement; and

J. This Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, as amended (the "**Cooperation Act**").

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

1. **District's Consent.**

a. The Parties agree that for purposes of calculation of the District's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2014, and the base taxable value shall be the 2014 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Agency believes that the 2014 base taxable value of the Project Area is approximately \$384,642 which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the District hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid seventy five percent (75%) of the tax increment attributable to the District's tax levy on both real and personal property within the Project Area up to a maximum of \$20,417,013 (the "**District Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with the tax year 2016 and the Agency shall provide written notice to the Salt Lake County Auditor and Assessor; provided, however, that any portion of the District's taxes resulting from an increase in the District's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. For the twenty (20) year period described above, the remaining 25% of the Tax Increment attributable to the District's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the District. All tax increment from the Project Area attributable to the District's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the District. The calculation of the District's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the twenty (20) year period described in Section 1.a. above.

c. Notwithstanding the foregoing, if the Agency receives in less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project Area, including, but not limited to, debt service on any bonds issued to finance Project Area costs and the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated twenty (20) year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project Area costs will not extend over a period longer than twenty (20) years.

d. Notwithstanding any other provision in this Agreement, once the Agency has received \$20,417,013 from the District Share, the District shall be entitled to 100% of the tax increment attributable to the District's tax levy on both real and personal property within the Project Area and this Agreement shall terminate.

2. **Final Project Area Plan.** The Parties agree that in the event the Agency does not approve a final Project Area Plan pursuant to Utah Code Ann. § 17C-4-102(1)(f), on or before _____ this Agreement shall terminate, and neither party shall have any further obligation hereunder.

3. **Authorized Uses of Tax Increment.** Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any improvements of the Project Area, as described herein and/or as contemplated in the Project Area Plan, including, but not limited to financing the cost of public infrastructure and other improvements located within or benefitting the Project Area, site preparation, and administrative costs, as authorized by the Development Act.

4. **Agency Assistance with Property Transactions.** The Agency agrees to work with the District to determine whether District property within the Project Area should be retained by the District. The Agency will facilitate and assist the District in any sale or exchange of District property within the Project Area and any related acquisition of other property by the District.

5. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Project Area Plan and expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

7. **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 Utah Code Ann. § 11-13-202.5;

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 Utah Code Ann. § 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;

e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the District Share has for the 20-year period been paid to and disbursed by the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof but in any event unless amended this Area shall terminate no later than January 1, 2036;

f. Following the execution of this Agreement by both Parties, the Agency at its sole expense shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-4-202;

g. The Parties agree that they do not, by this Agreement, create an interlocal entity;

h. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained;

i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

8. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

10. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

11. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

12. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties’ intent in entering into this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. **Effective Date.** Payment of Tax Increment under this Agreement is conditioned upon adoption by the Agency of the Project Area Plan, and this Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

15. **Entire Agreement.** 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.

16. **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.

17. **Assignment**. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first begin obtained from all Parties.

ENTERED into as of the day and year first above written.

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN**

By: _____
Chair

Attest:

By: _____
Secretary

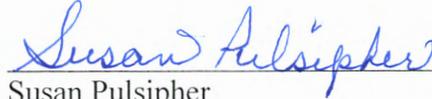
Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency of Herriman, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Community Development and
Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

BOARD OF EDUCATION OF
JORDAN SCHOOL DISTRICT



Susan Pulsipher
President

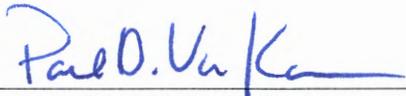
ATTEST:



John N. Larsen
Business Administrator

Attorney Review for the District:

The undersigned, an attorney for the Board of Education of Jordan School District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.



Paul D. Van Komen, Burbidge & White, LLC
Attorney for Board of Education of Jordan School District

**HERRIMAN, UTAH
RESOLUTION NO. _____**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN
INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE
VALLEY LAW ENFORCEMENT SERVICE AREA**

WHEREAS, the Redevelopment Agency of Herriman City (the “Agency”) met in regular open and public meeting on December 9, 2015, to consider, among other things, approving an Interlocal cooperative agreement with Salt Lake Valley Law Enforcement Service Area; and

WHEREAS the Agency was created to transact the business and exercise all of the powers provided for in the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act and any subsequent, replacement or amended law or act (the “Act”); and

WHEREAS, pursuant to Section 17C-4-101 et seq. of the Act the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community development project area plan; and

WHEREAS, Salt Lake Valley Law Enforcement Service Area is a taxing entity under the Act and the Agency has negotiated with Salt Lake Valley Law Enforcement Service Area to receive a portion of the shared tax increment. The terms of which are set forth in the attached Interlocal agreement (“Interlocal”).

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY that the Interlocal be approved, that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same, and that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 9th day of December 2015.

HERRIMAN

ATTEST:

Carmen Freeman, Chairperson

Cindy Quick, Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
HERRIMAN AND SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA**

THIS INTERLOCAL AGREEMENT is entered into as of the ___ day of _____ 2015, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the “**Agency**”) and the **SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA** (the “**Area**”) (collectively, the “**Parties**”).

RECITALS

A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Development Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Herriman, Utah, as contemplated by the Development Act; and

B. Pursuant to Resolution No. ____ adopted by the Agency on January 28, 2015, the Agency authorized steps to be taken for the creation of the Herriman Business Center Community Development Project Area (the “**Project Area**”) and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit “A” and incorporated herein by this reference (referred to in this Interlocal Agreement as the “**Project Area Plan**,” which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to encourage, promote and provide for the development of a business center in the Project Area; and

C. It is anticipated that on or about March __, 2015, the Agency will establish the Project Area through adoption of the proposed Project Area Plan; and

D. The Agency intends to issue one or more bonds to finance the construction of certain infrastructure improvements for the Project Area; and

E. The Area has determined that it is in the best interests of the Area to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area; and

F. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102(47) (hereinafter “**Tax Increment**”)) from the Project Area, to assist in the development of the Project Area and for funding of the Project Area Plan; and

G. Utah Code Ann. § 17C-4-201(1) authorizes the Area to consent to the payment by Salt Lake County (the “**County**”) to the Agency certain Tax Increment from the Project Area attributable to the Area’s tax levy, for the purposes set forth herein; and

H. Utah Code Ann. § 11-13-215 further authorizes the Area to share its tax and other revenues with the Agency; and

I. In order to facilitate development of and in the Project Area and to provide funds to carry out the Project Area Plan, the Area desires to consent that the Agency receive certain Tax Increment from the Project Area attributable to the Area's tax levy, in accordance with the terms of this Agreement; and

J. This Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, as amended (the "Cooperation Act").

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

1. **Area's Consent.**

a. The Parties agree that for purposes of calculation of the Area's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2014, and the base taxable value shall be the 2014 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Parties believe that the 2014 base taxable value of the Project Area is approximately \$384,642 which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Area hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid forty percent (40%) of the tax increment attributable to the Area's tax levy on both real and personal property within the Project Area (the "Area Share"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with any tax year from 2016 through 2035 at the Agency's election and determination as evidenced by a written notice to the Area and to the Salt Lake County Auditor and Assessor; provided, however,, that any portion of the Area's taxes resulting from an increase in the Area's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Area specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Notwithstanding any other provision of this Agreement, the maximum amount payable to the Agency pursuant to this Section shall be \$3,404,744. Upon receipt of the maximum amount payable, this Agreement shall terminate and all property taxes derived from the levy by the Area on property within the Project Area shall be paid by the County to the Area. For the twenty (20) year period described above, the remaining 60% of the Tax Increment attributable to the Area's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Area. All tax increment from the Project Area attributable to the Area's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the Area. The calculation of the Area's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the Area Share in accordance with Utah Code Ann. § 17C-4-203 for the twenty (20) year period described in Section 1.a. above.

c. Notwithstanding the foregoing, if the Agency receives in less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project Area, including, but not limited to, debt service on any bonds issued to finance Project Area costs and the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the Area Share under this Agreement, or (ii) renegotiate this Agreement with the Area to provide for the payment of the Area Share for the remainder of all or a portion of the originally contemplated twenty (20) year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project Area costs will not extend over a period longer than twenty (20) years.

2. **Area Staffing Provisions.** In exchange for receiving sixty (60) percent of Tax Increment derived from the Project Area, Area agrees to add one additional law enforcement officer in years 5, 10 and 15 of the term of this Agreement. The parties acknowledge and agree that this commitment is contingent upon the assessed value of the Project Area and the tax rate established by the Area generating sufficient additional revenue to fully fund the cost of one additional officer as determined by the Unified Police Department and any addition costs for equipment not otherwise included in that per officer cost (collectively “the total cost”). In the event that the Project Area assessed value and the Area tax rate do not generate revenues equal to, or in excess of, the total cost, the addition of the officer shall be delayed until the beginning of the budget year in which the revenues are equal to, or in excess of, the total cost. In the event revenues payable to the Area from the Project Area increase faster than projected, each officer shall be added in the first budget year the revenues are equal to, or in excess of, the total cost for that officer. The parties agree to annually conduct an independent review of the progress of the Project Area or rely on the annual review conducted by Salt Lake County as a basis for budgeting and staffing decisions.

3. **Final Project Area Plan.** The Parties agree that in the event the Agency does not approve a final Project Area Plan pursuant to Utah Code Ann. § 17C-4-102(1)(f), this Agreement shall terminate, and neither party shall have any further obligation hereunder.

4. **Authorized Uses of Tax Increment.** Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the Area Share to the payment of any improvements of the Project Area, as described herein and/or as contemplated in the Project Area Plan, including, but not limited to financing the cost of public infrastructure and other improvements located within or benefitting the Project Area, site preparation, and administrative costs, as authorized by the Development Act.

5. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

6, **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Project Area Plan and expected benefits to the community and to the Parties, and each of the parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

7. **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 Utah Code Ann. § 11-13-202.5;

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 Utah Code Ann. § 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;

e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the Area Share has for the 20-year period been paid to and disbursed by the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof but in any event unless amended this Area shall terminate no later than January 1, 2039;

f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-4-202;

g. The Parties agree that they do not, by this Agreement, create an interlocal entity;

h. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained;

i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

8. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing

and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

9. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

10. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

11. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

12. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties’ intent in entering into this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. **Effective Date.** Payment of Tax Increment under this Agreement is conditioned upon adoption by the Agency of the Project Area Plan, and this Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

15. **Entire Agreement.** 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.

16. **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.

17. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties

18. **Termination.** In the event that Herriman City withdraws from Area prior to the expiration of this Agreement, all obligations hereunder shall terminate effective as of the date of withdrawal. If Area has expended funds pursuant to Paragraph 2 of this Agreement in excess of the revenues received from the Tax Increment retained by Area, Agency shall pay Area, within sixty (60) days of the effective date of termination, the amount by which expenditures under Paragraph 2 of this Agreement have exceeded the Tax Increment received by the Area from the Project Area.

ENTERED into as of the day and year first above written.

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN**

By: _____
Chair

Attest:

By: _____
Secretary

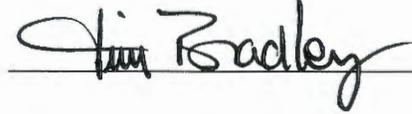
Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency of Herriman, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

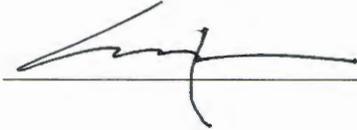
Attorney for Community Development and
Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

**SALT LAKE VALLEY LAW ENFORCEMENT
SERVICE AREA**



ATTEST:



Attorney Review for the Area:

The undersigned, an attorney for the Salt Lake Valley Law Enforcement Service Area, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.



Attorney for the Salt Lake Valley Law Enforcement Service Area