

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE CITY OF ST. GEORGE

WHEREAS, after careful analysis and consideration of relevant information, THE CITY OF ST. GEORGE (the “City”) and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “Agency”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the City consents to the Agency receiving certain property tax increments from the Millcreek Community Development Project Area (the “Project Area”) attributable to the City’s tax levy and that such tax increment be used to fund the Project Area and the Millcreek Community Development Project Area Plan (the “Plan”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the City and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104,105, and 106, Utah Code Annotated 1953, as amended; and
3. The City will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the City’s portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the City; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Chair

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE CITY OF ST. GEORGE

WHEREAS, after careful analysis and consideration of relevant information, THE CITY OF ST. GEORGE (the “City”) and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “Agency”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the City consents to the Agency receiving certain property tax increments from the Central Business District Community Development Project Area (the “Project Area”) attributable to the City’s tax levy and that such tax increment be used to fund the Project Area and the Central Business District Community Development Project Area Plan (the “Plan”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the City and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104,105, and 106, Utah Code Annotated 1953, as amended; and
3. The City will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the City’s portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the City; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Chair

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON COUNTY SCHOOL DISTRICT

WHEREAS, after careful analysis and consideration of relevant information, the WASHINGTON COUNTY SCHOOL DISTRICT (the "School District") and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the "Agency") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit "A," whereby the School District consents to the Agency receiving certain property tax increments from the Millcreek Community Development Project Area (the "Project Area") attributable to the School District's tax levy and that such tax increment be used to fund the Project Area and the Millcreek Community Development Project Area Plan (the "Plan"); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the School District and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104, 105, and 106, Utah Code Annotated 1953, as amended; and
3. The School District will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the School District's portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the School District for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the School District; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Chair

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD  
REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE  
BOARD OF THE NEIGHBORHOOD REDEVELOPMENT  
AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON  
COUNTY SCHOOL DISTRICT

WHEREAS, after careful analysis and consideration of relevant information, the WASHINGTON COUNTY SCHOOL DISTRICT (the "School District") and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the "Agency") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit "A," whereby the School District consents to the Agency receiving certain property tax increments from the Central Business District Community Development Project Area (the "**Project Area**") attributable to the School District's tax levy and that such tax increment be used to fund the Project Area and the Central Business District Community Development Project Area Plan (the "**Plan**"); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the School District and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104, 105, and 106, Utah Code Annotated 1953, as amended; and
3. The School District will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the School District's portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the School District for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the School District; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Chair

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON COUNTY

WHEREAS, after careful analysis and consideration of relevant information, WASHINGTON COUNTY (the “**County**”) and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “**Agency**”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the County consents to the Agency receiving certain property tax increments from the Millcreek Community Development Project Area (the “**Project Area**”) attributable to the County’s tax levy and that such tax increment be used to fund the Project Area and the Millcreek Community Development Project Area Plan (the “**Plan**”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the County and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104, 105, and 106, Utah Code Annotated 1953, as amended; and
3. The County will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the County’s portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the County for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the County; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Chair

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

**RESOLUTION NO. R-2016-2060**

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN  
THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST.  
GEORGE AND WASHINGTON COUNTY FOR THE DISTRIBUTION OF  
CERTAIN PROPERTY TAXES  
(MILLCREEK PROJECT AREA)**

WHEREAS, after careful deliberation, Washington County (the "County") and the Neighborhood Redevelopment Agency of the City of St. George (the "Agency") desire to approve and enter into an interlocal agreement for the distribution of certain property taxes ("Agreement"), whereby the County consents to the Agency receiving certain property tax increments from the Millcreek Project Area (the "Project Area") attributable to the County's tax levy and that such tax increment be used to fund the Project Area and the Millcreek Community Development Plan (the "Plan") and in accordance with the terms of the attached agreement;

WHEREAS, the Agency was created and organized for purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the "Development Act");

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment;

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the County's tax levy, and the County is willing to consent that certain property tax increment from the Project Area attributable to the County's tax levy be used to fund the Project Area and Plan;

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency;

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a taxing entity to be expressed in an interlocal agreement;

WHEREAS, pursuant to the Agreement, the Agency shall receive 100% of the tax increment attributable to the County's tax levy on both real and personal property within the project for a period of fifteen (15) years for the purpose of providing funds to the Agency to carry out the Plan; however, the Agency may not be paid any portion of the County's taxes resulting from an increase in the County's tax rate that occurs after the County approves the Agreement, unless the County specifically consents in writing pursuant to an amendment to the Agreement or in a separate agreement;

WHEREAS, for purposes of calculating the County's share of tax increment, the base year shall be 2016 and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area, which the parties agree is a value of \$35,444,400.00;

WHEREAS, the Agreement shall be effective upon the date it is signed by both parties;

WHEREAS, the County will allow for the tax increment generated in the Project Area to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency; and

WHEREAS, it is in the best interest of the County that the attached Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached Agreement is approved.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 19<sup>th</sup> DAY OF JULY, 2016.

WASHINGTON COUNTY

  
ALAN D. GARDNER  
Washington County Commission

ATTEST:

  
\_\_\_\_\_  
Kim M. Hafen  
Washington County Clerk-Auditor

Commissioner Gardner voted Aye  
Commissioner Iverson voted Aye  
Commissioner Renstrom voted Aye

Approved as to Form:

  
\_\_\_\_\_  
Deputy Washington County Attorney

**INTERLOCAL AGREEMENT BETWEEN THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON COUNTY FOR THE DISTRIBUTION OF CERTAIN PROPERTY TAXES (MILLCREEK PROJECT AREA)**

THIS INTERLOCAL AGREEMENT is entered into as of the \_\_\_ day of \_\_\_\_\_ 2016, by and between the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the "Agency") and the WASHINGTON COUNTY (the "County"), the foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the "Development Act") and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, the Agency established the Millcreek Project Area (the "Project Area") through adoption of the Millcreek Community Development Plan (the "Plan"); and

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the County's tax levy, and the County is willing to consent that certain property tax increment from the Project Area attributable to the County's tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to "consent to the agency receiving the taxing entity's... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;" and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the County, as a tax entity, desires to consent that the Agency receive certain tax increment from the Project Area attributable to the County's tax levy in accordance with the terms of this Agreement; and

WHEREAS, 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, Title 11, Chapter 13, Utah Code Annotated, as amended (the "Cooperation Act").

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

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Washington County. The Parties agree that for purposes of calculation of the County's share of tax increment from the Project Area to be paid by Washington County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal within the Project Area. Based upon review of the Washington County records, the Parties agree that the 2016 base taxable value of the Project Area is \$35,444,400. The increase in the property tax revenues attributable to the County's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to County's tax levy on the base taxable value, or in other words the tax increment attributable to the County's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Washington County to the Agency for the period of time as provided and set forth in Section 2 below.

2. County's Consent. The County, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

a. The County agrees that the Agency, for fifteen tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 100% of the Tax Increment attributable to the County's tax levy on both real and personal property within the Project Area for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the County's taxes resulting from an increase in the County's tax rate that occurs after the County approves this Agreement, unless the County specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment attributable to the County's tax levy for tax years beyond the fifteen-year collection period collected by Washington County shall be paid to the County.

b. The Agency shall approve a budget for the Project Area (as amended in accordance with the Development Act) ("the Budget"), that includes administration of the Project Area and Plan and the expenditure of the Tax Increment collected for one or more of the following: public infrastructure, site clean-up, tenant incentives and other uses as provided by law.

c. In addition to payment of the tax increment from the Project Area, the County agrees to allow the Agency to use Tax Increment generated within the Project Area for construction of public infrastructure outside of the Project Area, which has a benefit to the Project Area. The Agency shall be required to notify the County of these expenditures and provide information on how they have benefited the Project Area. In no event shall these expenditures exceed the adopted Budget.

d. The County agrees that the Project Area includes 132.08 acres of property, and approves the Project Area Plan adopted by the Agency and City for the Project Area.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. 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 Plan and the 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.

5. 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 by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the final payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement. This Agreement shall be irrevocable and shall continue unmodified through the term of the Agreement and in no event shall the Agency be able to receive the Tax Increment for a period longer than fifteen tax years as set forth in this Agreement unless the County specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.
- f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with 17C-4-202. For purposes of the notice required under 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

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

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

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the parties with respect to the subject matter hereof.

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

NEIGHBORHOOD REDEVELOPMENT AGENCY OF  
THE CITY OF ST. GEORGE

By: \_\_\_\_\_  
Jonathan T. Pike, Chairman

ATTEST

By: \_\_\_\_\_  
Christina Fernandez, Agency Secretary

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Neighborhood Redevelopment Agency of the City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Shawn M. Guzman, Attorney for  
Neighborhood Redevelopment Agency

WASHINGTON COUNTY COMMISSION

By: Alan Gardner  
Chairman

ATTEST

By: Ken M. Hiden

Attorney Review for Washington County:

The undersigned, as attorney for Washington County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Ben [Signature]  
Attorney for Washington County



# PROJECT AREA PLAN: PROPOSED CDA PROJECT AREA BOUNDARIES

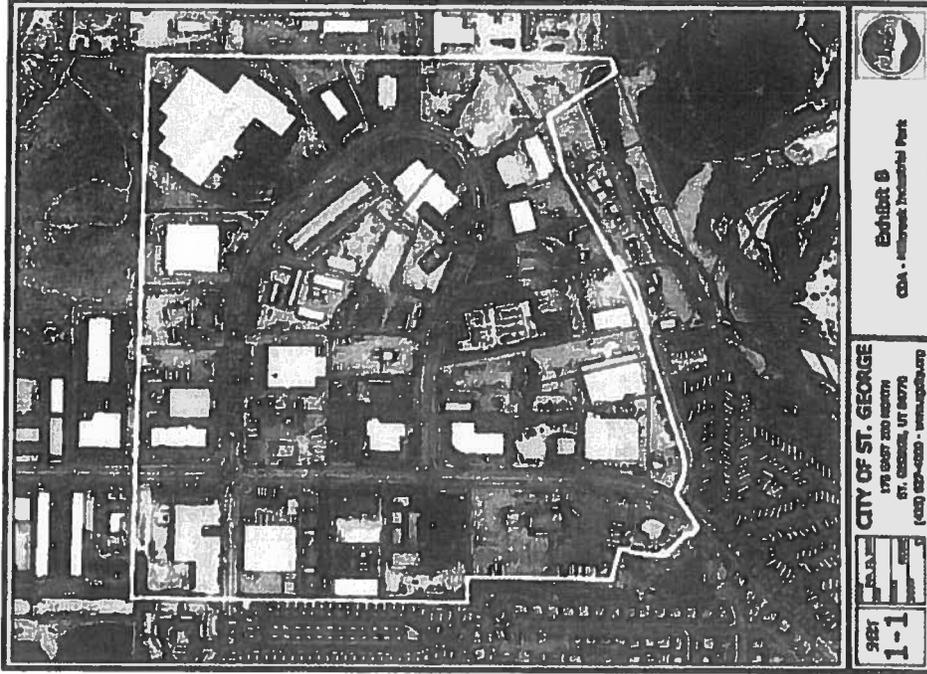
- Total Project Area Acres: 132.08 acres

TYPE	ACRES	% OF AREA
Commercial (Industrial)	105.30	79.7%
Tax Exempt	6.24	4.7%
Other (roads, undevelopable, etc.)	20.54	15.6%
<b>Total</b>	<b>132.08</b>	<b>100%</b>

Other (Roads, Right-of-Ways, etc) 15.6%

Tax Exempt 4.7%

Commercial (Industrial) 79.7%



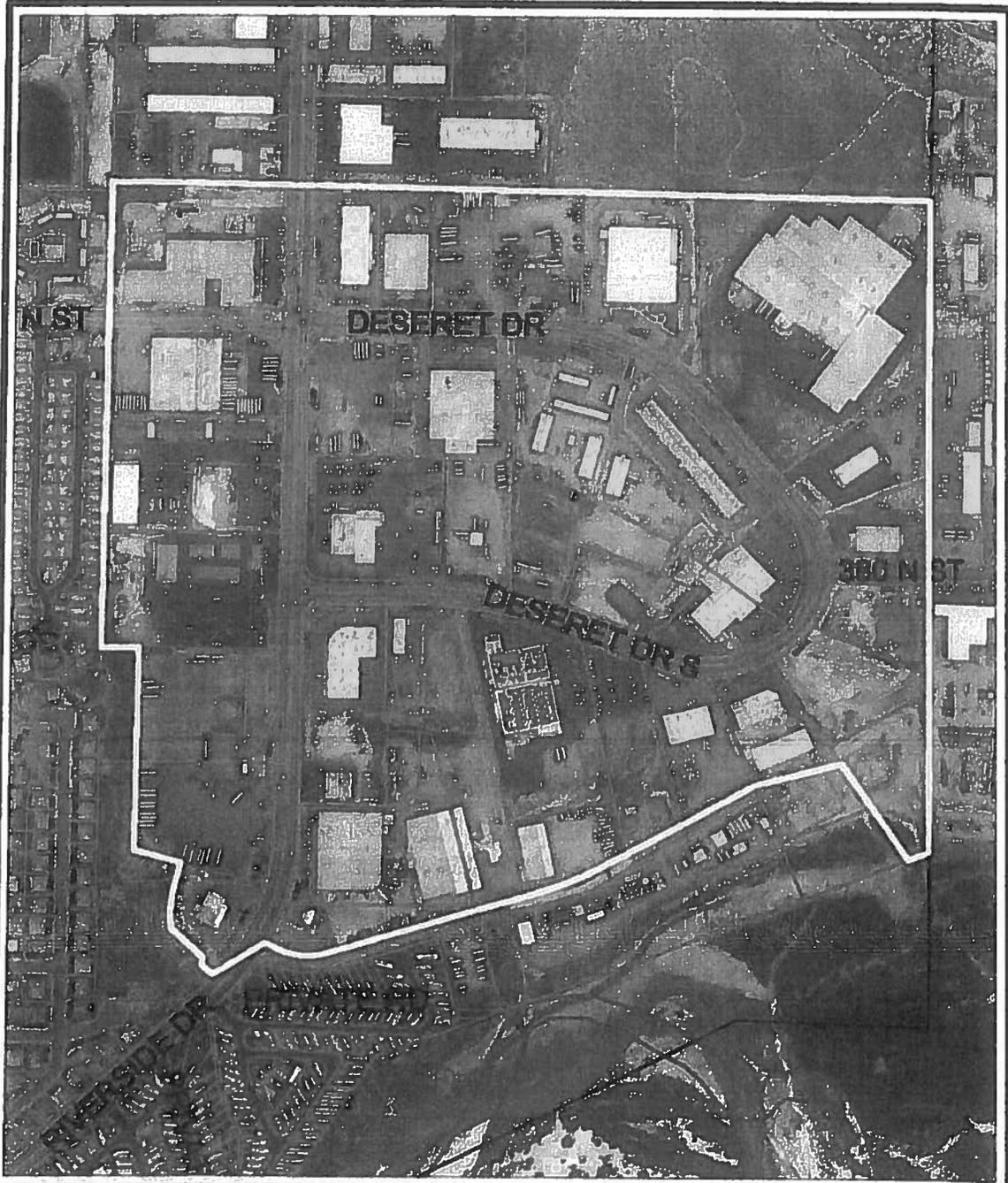
**CITY OF ST. GEORGE**  
175 EAST 200 WEST  
ST. GEORGE, UT 84778  
(435) 837-4200 • www.stgeorge.org

9281  
1-1



**Exhibit B**  
CDA - Industrial/Industrial Park

**EXHIBIT A**  
*MAP OF PROPOSED PROJECT AREA BOUNDARIES*



<b>SHEET</b> <b>1-1</b>	<b>DATE</b> Feb. 12, 2015	<b>CITY OF ST. GEORGE</b> 175 EAST 200 NORTH ST. GEORGE, UT 84770 (435) 627-4000 - <a href="http://www.sgcity.org">www.sgcity.org</a>	<b>Exhibit B</b> CDA - Millcreek Industrial Park	
	<b>SCALE</b> NONE			

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON COUNTY

WHEREAS, after careful analysis and consideration of relevant information, WASHINGTON COUNTY (the “**County**”) and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “**Agency**”) desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit “A,” whereby the County consents to the Agency receiving certain property tax increments from the Central Business District Community Development Project Area (the “**Project Area**”) attributable to the County’s tax levy and that such tax increment be used to fund the Project Area and the Central Business District Community Development Project Area Plan (the “**Plan**”); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the County and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104,105, and 106, Utah Code Annotated 1953, as amended; and
3. The County will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the County’s portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the County for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the County; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Chair

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

**RESOLUTION NO. R-2016-2059****A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN  
THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST.  
GEORGE AND WASHINGTON COUNTY FOR THE DISTRIBUTION OF  
CERTAIN PROPERTY TAXES  
(CENTRAL BUSINESS DISTRICT PROJECT AREA)**

WHEREAS, after careful deliberation, Washington County (the "County") and the Neighborhood Redevelopment Agency of the City of St. George (the "Agency") desire to approve and enter into an interlocal agreement for the distribution of certain property taxes ("Agreement"), whereby the County consents to the Agency receiving certain property tax increments from the Central Business District Project Area (the "Project Area") attributable to the County's tax levy and that such tax increment be used to fund the Project Area and the Central Business District Community Development Plan (the "Plan") and in accordance with the terms of the attached agreement;

WHEREAS, the Agency was created and organized for purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the "Development Act");

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment;

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the County's tax levy, and the County is willing to consent that certain property tax increment from the Project Area attributable to the County's tax levy be used to fund the Project Area and Plan;

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency;

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a taxing entity to be expressed in an interlocal agreement;

WHEREAS, pursuant to the Agreement, the Agency shall receive 100% of the tax increment attributable to the County's tax levy on both real and personal property within the project for a period of fifteen (15) years for the purpose of providing funds to the Agency to carry out the Plan; however, the Agency may not be paid any portion of the County's taxes resulting from an increase in the County's tax rate that occurs after the County approves the Agreement, unless the County specifically consents in writing pursuant to an amendment to the Agreement or in a separate agreement;

WHEREAS, for purposes of calculating the County's share of tax increment, the base year shall be 2016 and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area, which the parties agree is a value of \$27,678,310.00;

WHEREAS, the Agreement shall be effective upon the date it is signed by both parties;

WHEREAS, the County will allow for the tax increment generated in the Project Area to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency; and

WHEREAS, it is in the best interest of the County that the attached Agreement be approved.

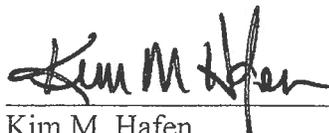
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached Agreement is approved.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 19<sup>th</sup> DAY OF JULY, 2016.

WASHINGTON COUNTY

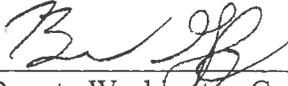
  
ALAN D. GARDNER  
Washington County Commission

ATTEST:

  
\_\_\_\_\_  
Kim M. Hafen  
Washington County Clerk-Auditor

Commissioner Gardner voted Aye  
Commissioner Iverson voted Aye  
Commissioner Renstrom voted Aye

Approved as to Form:

A handwritten signature in black ink, appearing to be 'B. B.', written over a horizontal line.

Deputy Washington County Attorney

**INTERLOCAL AGREEMENT BETWEEN THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON COUNTY FOR THE DISTRIBUTION OF CERTAIN PROPERTY TAXES (CENTRAL BUSINESS DISTRICT PROJECT AREA)**

THIS INTERLOCAL AGREEMENT is entered into as of the \_\_\_ day of \_\_\_\_\_ 2016, by and between the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the "Agency") and the WASHINGTON COUNTY (the "County"), the foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the "Development Act") and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, the Agency established the Central Business District Project Area (the "Project Area") through adoption of the Central Business District Community Development Plan (the "Plan"); and

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the County's tax levy, and the County is willing to consent that certain property tax increment from the Project Area attributable to the County's tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to "consent to the agency receiving the taxing entity's... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;" and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the County, as a tax entity, desires to consent that the Agency receive certain tax increment from the Project Area attributable to the County's tax levy in accordance with the terms of this Agreement; and

WHEREAS, 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, Title 11, Chapter 13, Utah Code Annotated, as amended (the "Cooperation Act").

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

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Washington County. The Parties agree that for purposes of calculation of the County's share of tax increment from the Project Area to be paid by Washington County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal within the Project Area. Based upon review of the Washington County records, the Parties agree that the 2016 base taxable value of the Project Area is \$27,678,310.00. The increase in the property tax revenues attributable to the County's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to County's tax levy on the base taxable value, or in other words the tax increment attributable to the County's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Washington County to the Agency for the period of time as provided and set forth in Section 2 below.

2. County's Consent. The County, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

a. The County agrees that the Agency, for fifteen tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 100% of the Tax Increment attributable to the County's tax levy on both real and personal property within the Project Area for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the County's taxes resulting from an increase in the County's tax rate that occurs after the County approves this Agreement, unless the County specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment attributable to the County's tax levy for tax years beyond the fifteen-year collection period collected by Washington County shall be paid to the County.

b. The Agency shall approve a budget for the Project Area (as amended in accordance with the Development Act) ("the Budget"), that includes administration of the Project Area and Plan and the expenditure of the Tax Increment collected for one or more of the following: public infrastructure, site clean-up, tenant incentives and other uses as provided by law.

c. In addition to payment of the tax increment from the Project Area, the County agrees to allow the Agency to use Tax Increment generated within the Project Area for construction of public infrastructure outside of the Project Area, which has a benefit to the Project Area. The Agency shall be required to notify the County of these expenditures and provide information on how they have benefited the Project Area. In no event shall these expenditures exceed the adopted Budget.

d. The County agrees that the Project Area includes 44.39 acres of property, and approves the Project Area Plan adopted by the Agency and City for the Project Area.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. 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 Plan and the 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.

5. 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 by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the final payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement. This Agreement shall be irrevocable and shall continue unmodified through the term of the Agreement and in no event shall the Agency be able to receive the Tax Increment for a period longer than fifteen tax years as set forth in this Agreement unless the County specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.
- f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with 17C-4-202. For purposes of the notice required under 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

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

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

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the parties with respect to the subject matter hereof.

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

NEIGHBORHOOD REDEVELOPMENT AGENCY OF  
THE CITY OF ST. GEORGE

By: \_\_\_\_\_  
Jonathan T. Pike, Chairman

ATTEST

By: \_\_\_\_\_  
Christina Fernandez, Agency Secretary

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Neighborhood Redevelopment Agency of the City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Shawn M. Guzman, Attorney for  
Neighborhood Redevelopment Agency

WASHINGTON COUNTY COMMISSION

By: Alan Jordan  
Chairman

ATTEST

By: Kum Miller

Attorney Review for Washington County:

The undersigned, as attorney for Washington County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

B. J. [Signature]  
Attorney for Washington County



# PROJECT AREA PLAN: PROPOSED CDA PROJECT AREA BOUNDARIES

• Total Project Area Acres: 44.39 acres

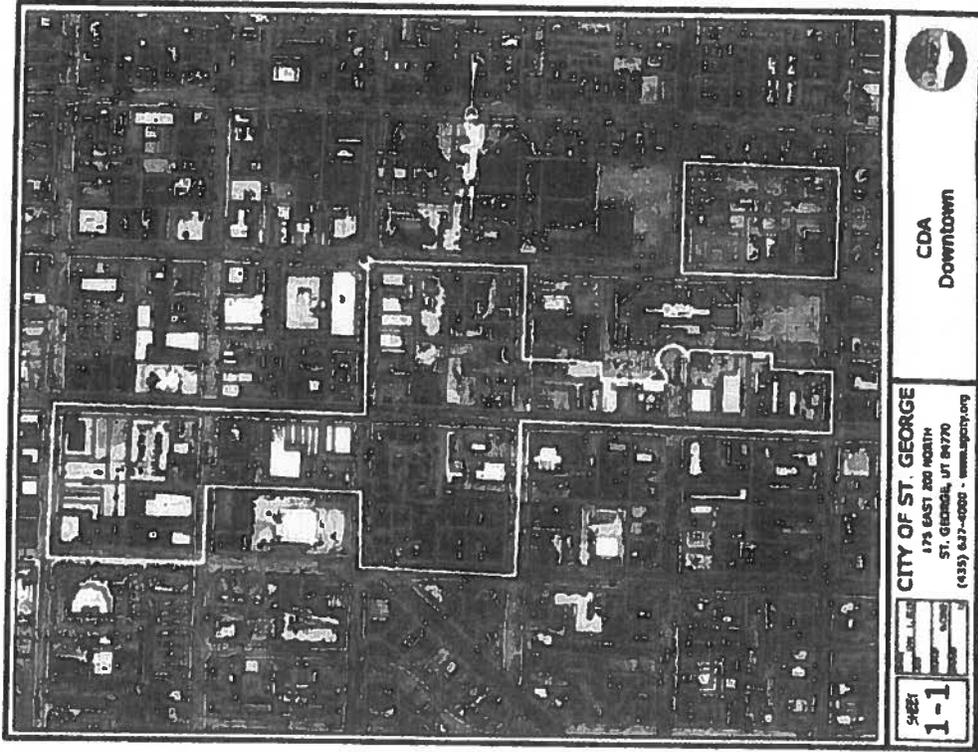
TYPE	ACRES	% OF AREA
Commercial	24.44	55%
Residential	1.44	3%
Tax Exempt	6.81	15%
Other (roads, undevelopable, etc.)	11.70	27%
<b>Total</b>	<b>44.39</b>	<b>100%</b>

Other (Roads, Right-of-Ways, etc) 27%

Tax Exempt 15%

Residential 3%

Commercial 55%



**EXHIBIT A**  
*MAP OF PROPOSED PROJECT AREA BOUNDARIES*



<b>SHEET</b> <b>1-1</b>	<b>DATE</b> Dec. 1, 2015	<b>CITY OF ST. GEORGE</b> 175 EAST 200 NORTH ST. GEORGE, UT 84770 (435) 627-4000 - <a href="http://www.sgcity.org">www.sgcity.org</a>	<b>CDA</b> <b>Downtown</b>	
	<b>SCALE</b> NONE			
	<b>PROJECT</b> CDA			
	<b>BY</b> [Signature]			

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

WHEREAS, after careful analysis and consideration of relevant information, the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT (the "Conservancy District") and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the "Agency") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit "A," whereby the Conservancy District consents to the Agency receiving certain property tax increments from the Millcreek Community Development Project Area (the "Project Area") attributable to the Conservancy District's tax levy and that such tax increment be used to fund the Project Area and the Millcreek Community Development Project Area Plan (the "Plan"); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the Conservancy District and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and
2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104, 105, and 106, Utah Code Annotated 1953, as amended; and
3. The Conservancy District will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by the Agency. The Agency is allowed to collect the Conservancy District's portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Conservancy District for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the Conservancy District; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

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Jonathan T. Pike, Chair

ATTEST:

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Christina Fernandez, City Recorder

**INTERLOCAL AGREEMENT BETWEEN THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT FOR THE DISTRIBUTION OF CERTAIN PROPERTY TAXES (MILLCREEK PROJECT AREA)**

THIS INTERLOCAL AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “Agency”) and WASHINGTON COUNTY WATER CONSERVANCY DISTRICT (the “District”), the foregoing are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the “Development Act”) and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, the Agency established the Millcreek Project Area (the “Project Area”) through adoption of the Millcreek Community Development Plan (the “Plan”); and

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the Conservancy District’s tax levy, and the Conservancy District is willing to consent that certain property tax increment from the Project Area attributable to the Conservancy District’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to “consent to the agency receiving the taxing entity’s... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the Conservancy District, as a taxing entity, desires to consent that the Agency receive certain tax increment from the Project Area attributable to the Conservancy District’s tax levy in accordance with the terms of this Agreement; and

WHEREAS, 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, Title 11, Chapter 13, Utah Code Annotated, as amended (the "Cooperation Act").

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

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Washington County. The Parties agree that for purposes of calculation of the District's share of tax increment from the Project Area to be paid by Washington County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal within the Project Area. Based upon review of the Washington County records, the Parties agree that the 2016 base taxable value of the Project Area is \$35,444,400. The increase in the property tax revenues attributable to the Conservancy District's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to District's tax levy on the base taxable value, or in other words the tax increment attributable to the Conservancy District's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Washington County to the Agency for the period of time as provided and set forth in Section 2 below.

2. Conservancy District's Consent. The Conservancy District, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

a. The Conservancy District agrees that the Agency, for fifteen tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 100% of the Tax Increment attributable to the Conservancy District's tax levy on both real and personal property within the Project Area for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the Conservancy District's taxes resulting from an increase in the Conservancy District's tax rate that occurs after the Conservancy District approves this Agreement, unless the Conservancy District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment beyond the fifteen year collection period collected by Washington County shall be paid to the District.

b. The Agency shall approve a budget for the Project Area (as amended in accordance with the Development Act) ("the Budget"), that includes administration of the Project Area and Plan and the expenditure of the Tax Increment collected for one or more of the following: public infrastructure, site clean-up, tenant incentives and other uses as provided by law.

c. In addition to payment of the tax increment from the Project Area, the District agrees to allow the Agency to use Tax Increment generated within the Project Area for construction of public infrastructure outside of the Project Area, which has a benefit to the Project Area. The Agency shall be required to notify the District of these expenditures and provide information on how they have benefited the Project Area. In no event shall these expenditures exceed the adopted Budget.

d. The District agrees that the Project Area includes 132.08 acres of property as set forth in Exhibit A, and approves the Project Area Plan adopted by the Agency and City for the Project Area.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. 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 Plan and the 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.

5. 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 by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the final

payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement. This Agreement shall be irrevocable and shall continue unmodified through the term of this Agreement and in no event shall the Agency be able to receive the Tax Increment for a period longer than fifteen tax years as set forth in this Agreement unless the specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.

f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with 17C-4-202. For purposes of the notice required under 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

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

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

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the parties with respect to the subject matter hereof.

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

NEIGHBORHOOD REDEVELOPMENT AGENCY OF

THE CITY OF ST. GEORGE

By: \_\_\_\_\_  
Jonathan T. Pike, Chairman

ATTEST

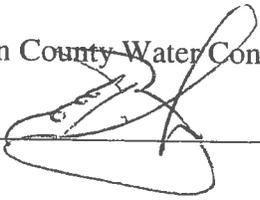
By: \_\_\_\_\_  
Christina Fernandez, Agency Secretary

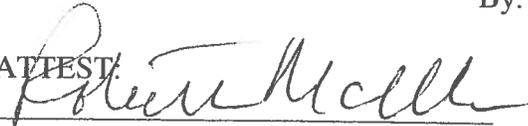
Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Neighborhood Redevelopment Agency of the City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Shawn M. Guzman, Attorney for  
Neighborhood Redevelopment Agency

Washington County Water Conservancy District

By: \_\_\_\_\_  


ATTEST: \_\_\_\_\_  


Attorney Review for Taxing Entity:

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

\_\_\_\_\_  
Attorney for Washington County Water Conservancy District

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF THE NEIGHBORHOOD  
REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE  
BOARD OF THE NEIGHBORHOOD REDEVELOPMENT  
AGENCY OF THE CITY OF ST. GEORGE AND WASHINGTON  
COUNTY WATER CONSERVANCY DISTRICT

WHEREAS, after careful analysis and consideration of relevant information, the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT (the "Conservancy District") and the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the "Agency") desire to approve and enter into the Interlocal Agreement attached hereto as Exhibit "A," whereby the Conservancy District consents to the Agency receiving certain property tax increments from the Central Business District Community Development Project Area (the "Project Area") attributable to the Conservancy District's tax levy and that such tax increment be used to fund the Project Area and the Central Business District Community Development Project Area Plan (the "Plan"); and

WHEREAS, Section 11-13-202.5, Utah Code Annotated 1953, as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency; and

WHEREAS, Section 17C-4-201, Utah Code Annotated 1953, as amended, allows for the consent of a Taxing Entity to be expressed in an interlocal agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE THAT:

1. The Interlocal Agreement between the Conservancy District and the Agency attached hereto is approved and shall be executed by the Agency by signature of the appropriate person(s); and

2. The Interlocal Agreement shall be effective immediately upon adoption of the Plan in accordance with the requirements of Sections 17C-4-104, 105, and 106, Utah Code Annotated 1953, as amended; and

3. The Conservancy District will allow for the tax increment generated in the Project Area, to be used by the Agency to fund the uses outlined in the Project Area Budget that will be adopted by

the Agency. The Agency is allowed to collect the Conservancy District's portion of the tax increment in accordance with the terms and conditions outlined in the Interlocal Agreement; and

4. Pursuant to Section 11-13-202.5, Utah Code Annotated, 1953 as amended, said Interlocal Agreement shall be submitted to legal counsel of the Conservancy District for review and signature indicating approval as to proper form and compliance with applicable law; and

5. Pursuant to Section 11-13-209, Utah Code Annotated, 1953 as amended, a duly executed original counterpart of said Interlocal Agreement shall be filed immediately after adoption with the keeper of records of the Conservancy District; and

6. Pursuant to Section 11-13-219(3) (c) (ii), Utah Code Annotated, 1953 as amended, this Resolution and the Interlocal Agreement shall be available at the principal place of business of the Agency, located at 175 East 200 North, St. George, Utah, during regular business hours for 30 days after the publication of the notice of this Resolution and/or the Interlocal Agreement pursuant to Section 11-13-219.

7. In the event the Plan is not adopted by the Agency, and the Project Area is not created, the Interlocal Agreement attached to this resolution shall become null and void, and all terms and conditions of the Interlocal Agreement shall be terminated.

ADOPTED by the Board of the Neighborhood Redevelopment Agency of the City of St. George this 21<sup>st</sup> day of July, 2016.

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Chair

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

**INTERLOCAL AGREEMENT BETWEEN THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT FOR THE DISTRIBUTION OF CERTAIN PROPERTY TAXES  
(CENTRAL BUSINESS DISTRICT PROJECT AREA)**

THIS INTERLOCAL AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE (the “Agency”) and the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT (the “Conservancy District”), the foregoing are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Agency has been created and organized for the purposes provided in the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act, Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, and any successor law or act (the “Development Act”) and is authorized and empowered to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, the Agency established the Central Business District Project Area (the “Project Area”) through adoption of the Central Business District Community Development Plan (the “Plan”); and

WHEREAS, the Development Act authorizes funding of community development project areas and plans pursuant to interlocal agreements with taxing entities, such as the Project Area and related Plan, with tax increment; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the Conservancy District’s tax levy, and the Conservancy District is willing to consent that certain property tax increment from the Project Area attributable to the Conservancy District’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Sections 17C-4-201 of the Development Act authorizes a taxing entity to “consent to the agency receiving the taxing entity’s... tax increment... for the purpose of providing funds to carry out a proposed or adopted community development project area plan;” and

WHEREAS, Section 11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, for the purpose of providing funds to carry out the adopted Plan, the Conservancy District, as a tax entity, desires to consent that the Agency receive certain tax increment from the Project Area attributable to the Conservancy District’s tax levy in accordance with the terms of this Agreement; and

WHEREAS, 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, Title 11, Chapter 13, Utah Code Annotated, as amended (the "Cooperation Act").

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

1. Base Year and Base Taxable Value; Payment of Tax Increment to Agency by Washington County. The Parties agree that for purposes of calculation of the Conservancy District's share of tax increment from the Project Area to be paid by Washington County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal within the Project Area. Based upon review of the Washington County records, the Parties agree that the 2016 base taxable value of the Project Area is \$27,678,310.00. The increase in the property tax revenues attributable to the Conservancy District's tax levy on both real and personal property within the Project Area, over and above the property tax revenues attributable to Conservancy District's tax levy on the base taxable value, or in other words the tax increment attributable to the Conservancy District's tax levy (the "Tax Increment"), in accordance with Section 17C-4-203(2) of the Act shall be paid by Washington County to the Agency for the period of time as provided and set forth in Section 2 below.

2. Conservancy District's Consent. The Conservancy District, pursuant to Section 17C-4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

a. The Conservancy District agrees that the Agency, for fifteen tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 100% of the Tax Increment attributable to the Conservancy District's tax levy on both real and personal property within the Project Area for the purpose of providing funds to the Agency to carry out the Plan; PROVIDED, HOWEVER, that the Agency may not be paid any portion of the Conservancy District's taxes resulting from an increase in the Conservancy District's tax rate that occurs after the Conservancy District approves this Agreement, unless the Conservancy District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment attributable to the Conservancy District's tax levy for tax years beyond the fifteen year collection period collected by Washington County shall be paid to the Conservancy District.

b. The Agency shall approve a budget for the Project Area (as amended in accordance with the Development Act) ("the Budget"), that includes administration of the Project Area and Plan and the expenditure of the Tax Increment collected for one or more of the following: public infrastructure, site clean-up, tenant incentives and other uses as provided by law.

c. In addition to payment of the tax increment from the Project Area, the Conservancy District agrees to allow the Agency to use Tax Increment generated within the Project Area

for construction of public infrastructure outside of the Project Area, which has a benefit to the Project Area. The Agency shall be required to notify the Conservancy District of these expenditures and provide information on how they have benefited the Project Area. In no event shall these expenditures exceed the adopted Budget.

d. The Conservancy District agrees that the Project Area includes 44.39 acres of property as set forth in Exhibit A, and approves the Project Area Plan adopted by the Agency and City for the Project Area.

3. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. 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 Plan and the 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.

5. 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 by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by the Parties and continue through the date that is 180 days after the final payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement. This Agreement shall be irrevocable and shall continue unmodified through the term of the Agreement and in no event shall the

Agency be able to receive the Tax Increment for a period longer than fifteen tax years as set forth in this Agreement unless the Conservancy District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.

f. This Agreement does not create a separate entity.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding this Agreement as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with 17C-4-202. For purposes of the notice required under 17C-4-202, the Agency shall cause a notice to be published that sets forth a summary of this Agreement and includes a statement that the resolution or interlocal agreement is available for general inspection and the hours of inspection.

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

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

9. Further Assurances. The Parties agree to execute such additional documents and take further actions as may become necessary or desirable to fully carry out each of the provisions and the intent of this agreement including (a) the development and redevelopment of the Project Area and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable governmental requirements without diminishing the rights and authority granted to Agency under this agreement.

10. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provisions or the remaining provisions of this Agreement or said documents.

11. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements between the parties with respect to the subject matter hereof.

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

NEIGHBORHOOD REDEVELOPMENT AGENCY OF  
THE CITY OF ST. GEORGE

By: \_\_\_\_\_

Jonathan T. Pike, Chairman

ATTEST

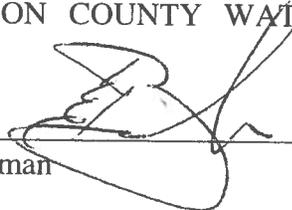
By: \_\_\_\_\_  
Christina Fernandez, Agency Secretary

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Neighborhood Redevelopment Agency of the City of St. George, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Shawn M. Guzman, Attorney for  
Neighborhood Redevelopment Agency

WASHINGTON COUNTY WATER CONSERVANCY  
DISTRICT

By: \_\_\_\_\_  
Chairman 

ATTEST

By:  \_\_\_\_\_

Attorney Review for Conservancy District:

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

  
\_\_\_\_\_  
Attorney for Washington County Water Conservancy District