

**NOTICE AND AGENDA
APRIL 9, 2019**

Notice is hereby given that the Community Reinvestment Agency of Blanding will hold a meeting on April 9, 2019 at the City Office, 50 West 100 South Street, which meeting will begin at 7:30 pm. The agenda shall be as follows:

TIME	ITEM	PAGE
	I CALL TO ORDER / WELCOME	
	II APPROVAL OF MINUTES	
	1. Resolution 4-9-2019-1 Revising Community Reinvestment Agency Policies - Mayor Lyman	(6)
	2. Resolution 4-9-2019-2 Approving an Interlocal Cooperation Agreement between Agency and San Juan County relating to tax increment within the North Entrance Community Reinvestment Project Area.	(9)
	3. Resolution 4-9-2019-3 Approving an Interlocal Cooperation Agreement between Agency and Blanding City relating to tax increment within the North Entrance Community Reinvestment Project Area.	(20)
	4. Resolution 4-9-2019-4 Approving an Interlocal Cooperation Agreement between Agency and the Blanding Cemetery District relating to tax increment within the North Entrance Community Reinvestment Project Area.	(31)
	5. Resolution 4-9-2019-5 Approving an Interlocal Cooperation Agreement between Agency and the San Juan County Health District relating to tax increment within the North Entrance Community Reinvestment Project Area.	(42)
	6. Resolution 4-9-2019-6 Approving an Interlocal Cooperation Agreement between Agency and the San Juan County Water Conservancy District relating to tax increment within the North Entrance Community Reinvestment Project Area	(53)

In compliance with the ADA, individuals needing special accommodations during this meeting may call the City Offices at (435) 678-2791 at least twenty-four hours in advance. Every effort will be made to provide the appropriate services. One or more members may participate in the meeting electronically, according to Blanding City Ordinance 1-5-5-F regarding electronic meeting participation. All agenda times are approximate.

**COMMUNITY REINVESTMENT AGENCY
BOARD MEETING
MAY 22, 2018
AT 8:00 P.M. IN THE COUNCIL CHAMBERS**

Present:

Board Chairman:
Board Members

Joe B. Lyman
Kd Perkins
Cheryl Bowers
Logan Monson
Logan Shumway
Robert Turk

Support Staff Attending:
Blanding City Manager:
Blanding Finance Director:
Blanding City Planner:

Jeremy Redd
Kim Palmer
Bret Hosler

Others Attending: Kara Laws, Valerie Turk, Robert Ogle

I. CALL TO ORDER / WELCOME

1. APPROVE MINUTES - MARCH 13, 2018

Board Member Perkins moved to approve the minutes of the March 13, 2018 meeting. Board Member Monson seconded the motion. Chairman Lyman repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:

Those voting AYE

**Board Member Perkins
Board Member Bowers
Board Member Shumway
Board Member Monson
Board Member Turk**

Those voting NAY

NONE

Constituting all members thereof, Chairman Lyman declared the motion carried.

2. DISCUSSION & SET PUBLIC HEARING-NORTH ENTRANCE PROJECT AREA

Mr. Redd asked the Board to schedule a public hearing for the proposed North Entrance Project area. Board Member Perkins asked if the School District had been receptive of the CRA project presentation. Mr. Redd responded the District is in the process of seeking additional research on the CRA and benefits to the District. Board Chairman Lyman stated there are some misconceptions by the public about the CRA program and how it works. Many believe it is a tax break or type of incentive given to developers. Board

Member Perkins suggested a bulleted, information sheet be developed as a tool in discussing and sharing information about the CRA program.

Board Member Monson moved to schedule a public hearing for the North Entrance project area on June 26th. Board Member Monson seconded the motion.

Chairman Lyman repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:

Those voting AYE

**Board Member Perkins
Board Member Bowers
Board Member Shumway
Board Member Monson
Board Member Turk**

Those voting NAY

NONE

Constituting all members thereof, Chairman Lyman declared the motion carried.

3. ADJOURNMENT

Board Member Perkins moved to adjourn. Board Member Turk seconded the motion.

Chairman Lyman repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:

Those voting AYE

**Board Member Perkins
Board Member Bowers
Board Member Shumway
Board Member Monson
Board Member Turk**

Those voting NAY

NONE

Constituting all members thereof, Mayor Lyman declared the motion carried.

Meeting adjourned at 8:13 p.m..

**COMMUNITY REINVESTMENT AGENCY
BOARD MEETING
JUNE 26, 2018
AT 8:00 P.M. IN THE COUNCIL CHAMBERS**

Present:

Board Chairman Pro Tempore:

Kd Perkins

Board Members

Cheryl Bowers

Logan Monson

Logan Shumway

Robert Turk

Support Staff Attending:

Blanding City Manager:

Jeremy Redd

Blanding Finance Director:

Kim Palmer

Blanding City Planner:

Bret Hosler

Absent: Board Chair Joe Lyman

Others Attending: Phil Lyman, Cody Deeter, Harold Lyman, Valarie Turk

I. CALL TO ORDER / WELCOME

- 1. Public Hearing - Draft Project Area Plan and Project Area Budget for the North Entrance Community Reinvestment Project Area located, approximately 270 E and on the north by approximately 470 North.**

Board Member Bowers moved to enter a public hearing. Board Member Turk seconded the motion. Board Chair Pro Tempore Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:

Those voting AYE

**Board Member Perkins
Board Member Bowers
Board Member Shumway
Board Member Monson
Board Member Turk**

Those voting NAY

NONE

Constituting all members thereof, Board Chair Pro Tempore Perkins declared the motion carried.

No Public Comment

Board Member Turk moved to leave the public hearing. Board Member Monson seconded

the motion. Board Chair Pro Tempore Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:

Those voting AYE

Board Member Perkins
Board Member Bowers
Board Member Shumway
Board Member Monson
Board Member Turk

Those voting NAY

NONE

Constituting all members thereof, Board Chair Pro Tempore Perkins declared the motion carried.

2. Consideration of resolution adopting the Project Area Plan for the North Entrance Community Reinvestment Project Area and Consideration of a resolution adopting the Project Area Budget for the North Entrance Community Reinvestment Project Area

Cody Deeter discussed the information included in the North Entrance Community Reinvestment Project plan and budget.

Board Member Monson asked if the School District was in support of the project. In response, Mr. Deeter stated that the Superintendent seems very positive about the project. The finance department is currently reviewing the plan and financials.

Councilmember Bowers asked what the process was for property owners who are not interested in being apart of the project area. Mr. Deeter responded there is an option for them to opt out of the project area.

Mr. Deeter explained the first resolution before the board would adopt the CRA project area plan. The second resolution is the adoption of the project area budget. Following the adoption of the resolutions a interlocal agreement between all taxing entities would be necessary.

Board Member Monson moved to approve Resolution 6-26-2018-1 Adopting An Official Plan For The North Entrance Community Reinvestment Project Area and Resolution 6-26-2018-2 Adopting the Project Area Budget For The North Entrance Community Reinvestment Project Area. Board Member Turk seconded the motion. Board Chair Pro Tempore Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:

Those voting AYE

Board Member Perkins
Board Member Bowers
Board Member Shumway
Board Member Monson
Board Member Turk

Those voting NAY

NONE

Constituting all members thereof, Board Chair Pro Tempore Perkins declared the motion carried.

3. ADJOURNMENT

Board Member Bowers moved to adjourn. Board Member Monson seconded the motion. Board Vice Chair Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:

Those voting AYE

**Councilmember Perkins
Councilmember Bowers
Councilmember Shumway
Councilmember Monson
Councilmember Turk**

Those voting NAY

NONE

Constituting all members thereof, Board Chair Pro Tempore Perkins declared the motion carried.

Meeting adjourned at 8:30 p.m..



COMMUNITY REINVESTMENT AGENCY OF BLANDING RESOLUTION 4-9-2019-1 REVISING CRA POLICIES

WHEREAS, the Community Reinvestment Agency Board recognizes a need to clarify and amend policies relating to the use of project funds.

RESOLVED that the Community Reinvestment Agency of Blanding revises the Community Reinvestment Agency Policies. The revised policies are attached to this resolution.

PASSED, ADOPTED AND APPROVED this 9th day of April, 2019.

SIGNED:

Joe B. Lyman, Chair

ATTEST:

Jeremy Redd, Secretary



Community Reinvestment Agency of Blanding Policies

The Blanding City Reinvestment Agency ("Agency") has been created to increase economic development and activity within the community of Blanding. The Agency has the ability to negotiate tax increment interlocal agreements with other local taxing entities and use that deferred tax increment to assist private entities in moving projects forward to full development. The Agency desires to outline certain policies regarding:

- What projects will be considered for tax increment participation
- What types of uses of funds the Agency will consider for reimbursement
- The general terms and conditions of any tax increment agreement with a private entity
- The procedures to apply or request participation from the Agency

Types of Projects

The Agency will consider the use of tax increment for projects that add new jobs to the City, increase the net direct benefit to the City, or that otherwise adds economic value to the City.

Uses of Funds

The Agency will ~~primarily focus on using only~~ use funds to reimburse development for infrastructure related costs such as any public ~~or private~~ utilities or upgrades, reasonable civil costs, or other public "horizontal" infrastructure needed ~~for a project to fully develop to meet Blanding City development requirements~~. Typically, no funds are available other than those generated as new development adds incremental taxable value so all funding from the Agency will be on a post-performance basis.

General Terms of Tax Increment Agreements

Any participation agreement between the Agency and a private party will be on a reimbursement basis. The Agency will consider tax increment participation at no more than 75% for a maximum of 20 years. Most agreements will be shorter and at a length that, based upon the Agencies analysis, reasonably recoups the cost of infrastructure to the private entity. The Agency will prepare all agreements required by statute between or among taxing entities or private parties. The Agency may require at its discretion that private entities provide performance reports on a periodic basis to gauge the success of the development project.

Application Process

Any private entity desiring the Agency to consider tax increment participation should send a formal request in writing to the City Manager's Office with the following minimum information:

- Summary of the development project including location, purpose, goals, market segment, and other general overviews of the project
- Total private investment in the project including a high-level breakdown of costs and timing of those costs and the sources and uses of funds to complete the project. This should include equity, debt, and other financing vehicles and revenue projections.
- Summary of infrastructure that would qualify for reimbursement by the Agency
- Estimate of job creation, economic activity or other community benefits from the project
- Other information that would allow the Agency to understand the project and make an informed decision

Once the application is received, the Agency will prepare a preliminary analysis of the potential tax increment generated by the project and the potential reimbursement that could be offered to the private entity. The Agency will then meet with the private entity and make a plan to move forward which can include a full presentation to the Agency Board and moving toward a final agreement.

Resolution No. 4-9-2019-2

A RESOLUTION OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SAN JUAN COUNTY, REGARDING TAX INCREMENT FUNDING IN THE NORTH ENTRANCE COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS Community Reinvestment Agency of Blanding (the “Agency”) has been created by Blanding City to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agency Act” (the “Act”);

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the North Entrance Community Reinvestment Project Area (the “Project Area”), desires to enter into an Interlocal Cooperation Agreement with San Juan County, substantially in the form attached hereto as **Exhibit A**, providing for the payment of tax increment funds within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING:

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Chair of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Chair is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the overall intent and purpose of the Agreement, and the Chair’s signature upon the final Agreement will constitute the Agency Board’s acceptance of all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED this _____, 2019.

Chair

Attest:

Secretary

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **COMMUNITY REINVESTMENT AGENCY OF BLANDING**, a political subdivision of the State of Utah (the "Agency"), and **SAN JUAN COUNTY**, a political subdivision of the State of Utah (the "County") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting San Juan County (the "County") in development activities that are likely to advance the policies, goals and objectives of the County's general plan, contributing to capital improvements which substantially benefit the County, creating economic benefits to the County, and improving the public health, safety and welfare of its citizens; and

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

C. **WHEREAS**, the Agency has created the North Entrance Community Reinvestment Project Area (the "Project Area"), through the adoption of the North Entrance Community Reinvestment Project Area Plan (the "Project Area Plan"), located within Blanding (the "City") within San Juan County (the "County"), which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the County and the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Project Area Plan, the City, the County and/or Participant(s) will incur significant costs and expenses to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, the Agency has requested that the County and other taxing entities participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment (as defined by the Act) which will be generated from within the Project Area; and

G. **WHEREAS**, the County has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. **WHEREAS**, EFG Consulting, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

I. **WHEREAS**, the Agency has created a Project Area Budget, a copy of which is attached as Exhibit "B", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in draft form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement); and

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

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The County has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate, encourage and leverage such development activity.
2. **Offset of Development Costs and Expenses.** The County has determined to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) in the development of the Project Area, to the extent permitted by the Act, as amended from time to time.
3. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 San Juan County assessment rolls for all property located within the Project Area (which is currently estimated to be \$236,839, but is subject to final adjustment and verification by the County and Agency).
4. **Agreement(s) with Participant(s).** The Agency is authorized to enter into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)'s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Timeline.** The Agency will determine the first year of payment of Tax Increment from the County, by delivering a letter or other written request to the San Juan County Auditor's office.

6. **Total Payment to Agency.** For a period of 20 years, the County will remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 75% of the County's portion of annual Tax Increment generated within the Project Area. The County is authorized and instructed to pay 75% of the County's portion of Tax Increment directly to the Agency annually. The remaining 25% portion of the Tax Increment will be paid by the County to the County.

7. **Property Tax Rates.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County on behalf of the County from the Project Area. The Agency shall be entitled to 75% of all Tax Increment legally available and provided for under the Act, as amended from time to time.

8. **No Independent Duty.** The County shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the County's portion of Tax Increment on an annual basis from and including Year One through and including Year Twenty.

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

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

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

If to the County:

San Juan County
PO Box 9
Monticello, Utah 84535

If to Agency:

Community Reinvestment Agency of Blanding
50 West 100 South

Blanding, Utah 84511

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

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

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

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

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

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

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

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

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that

the sole and exclusive venue shall be in a court of competent jurisdiction in San Juan County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2068.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal

Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

District: SAN JUAN COUNTY

Attest:

By: _____
Chair

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for the County

Agency: COMMUNITY REINVESTMENT AGENCY OF
 BLANDING

By: _____
Chair

ATTEST

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

The Project Area includes approximately 22 acres and is located on the north entrance to the City as is bounded on the south by 200 North, on the east by Highway 191, on the west at approximately 270 East, and on the north by approximately 470 North. The Project Area includes all of the following Parcels:

- B36220264200
- B36220264201
- B36220264202
- B36220264203
- B36220263600
- B36220262601

The legal description of the
Project Area is as follows:

B36220263600

SEC 26 T36S R22E BEG
AT A PT WH IS 769 FT E
OF THE W $\frac{1}{4}$ COR OF
SEC 26 T36S R22E, AND
RNG TH N 1320 FT, TH
E 551 FT, TH S 923.62 FT,
ML, TO THE W SDE OF
HWY 191, TH S 30° 28'

W ALONG THE SAID HWY 191 484.88 FT, TH W 305.03 FT TO POB. (ALSO) BEG AT THE SE COR OF THE SW¼NW¼ OF SAID SEC 26, AND RNG TH N 192 FT, TH S 30°28' W 256.18 FT, TH E 129.95 FT TO BEG. (15.9 AC.)

B36220264203 (19)

SEC 26 T36S R22E: BEG PT WH IS 1320 FT W AND S 0°01' E 1820.4 FT FR N¼ COR SEC 26, RNG TH S 0°01'E 401.67 FT TO HW/RW, TH N 30°28' E 346.14 FT ALG HW/RW TO PT WH S 59°32' E 203.77 FT FR POB, TH N 59°32' W 203.77 FT TO POB. (.81 AC) B36220263601

B36220264203 (18)

SEC 26 T36S R22E: BEG S 30°28' W 2042.73 FT OF THE N¼ COR SEC 26, N 52°08' W 350.16 FT, S 0°01' E 262.69 FT, S 58°55' E 214 FT, N 30°28' E 183.59 FT TO PT BEG. (1.25 AC.) B36220264203

B36220264202 (17)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1859.13 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, TH RNG N 63°10' W 414.16 FT, TH S 0°01' E 130.26 FT, TH S 52°08' E 350.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.)B36220264202

B36220264201 (16)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1675.53 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH N 77°02' W 474.78 FT, TH S 0°01' E 77.81 FT, TH S 68°10' E 414.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC) B36220264201 03/17/2000

B36220264200 (15)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1491.93 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH W 555.80 FT TO THE NW COR OF THE SE¼NW¼ OF SAID SEC 26, TH S 0°01' E 51.74 FT, TH S 77°02' E 474.78 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.) B36220264200

EXHIBIT "B"
To
INTERLOCAL AGREEMENT
Project Area Plan and Budget

Resolution No. 4-9-2019-3

**A RESOLUTION OF THE COMMUNITY REINVESTMENT AGENCY
OF BLANDING AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH BLANDING
CITY, REGARDING TAX INCREMENT FUNDING IN THE NORTH
ENTRANCE COMMUNITY REINVESTMENT PROJECT AREA.**

WHEREAS Community Reinvestment Agency of Blanding (the “Agency”) has been created by Blanding City to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agency Act” (the “Act”);

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the North Entrance Community Reinvestment Project Area (the “Project Area”), desires to enter into an Interlocal Cooperation Agreement with Blanding City, substantially in the form attached hereto as **Exhibit A**, providing for the payment of tax increment funds within the Project Area.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
COMMUNITY REINVESTMENT AGENCY OF BLANDING:**

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Chair of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Chair is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the overall intent and purpose of the Agreement, and the Chair’s signature upon the final Agreement will constitute the Agency Board’s acceptance of all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED this _____, 2019.

Chair

Attest:

Secretary

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **COMMUNITY REINVESTMENT AGENCY OF BLANDING**, a political subdivision of the State of Utah (the "Agency"), and **BLANDING CITY**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Blanding City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

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

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

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Project Area Plan, the City, and/or Participant(s) will incur significant costs and expenses to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, the Agency has requested that the City and other taxing entities participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment (as defined by the Act) which will be generated from within the Project Area; and

G. **WHEREAS**, the City has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. **WHEREAS**, EFG Consulting, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah,

prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit “B”; and

I. **WHEREAS**, the Agency has created a Project Area Budget, a copy of which is attached as Exhibit “B”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in draft form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement); and

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

NOW, THEREFORE, the parties agree as follows:

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

2. **Offset of Development Costs and Expenses.** The City has determined to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) in the development of the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 San Juan County assessment rolls for all property located within the Project Area (which is currently estimated to be \$236,839, but is subject to final adjustment and verification by the City and Agency).

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

5. **Payment Timeline.** The Agency will determine the first year of payment of Tax Increment from the City, by delivering a letter or other written request to the San Juan County Auditor's office.

6. **Total Payment to Agency.** For a period of 20 years, the City will remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 75% of the City's portion of annual Tax Increment generated within the Project Area. The City is authorized and instructed to pay 75% of the City's portion of Tax Increment directly to the Agency annually. The remaining 25% portion of the Tax Increment will be paid by the San Juan County Treasurer to the City.

7. **Property Tax Rates.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by San Juan County on behalf of the City from the Project Area. The Agency shall be entitled to 75% of all Tax Increment legally available and provided for under the Act, as amended from time to time.

8. **No Independent Duty.** The City shall have no independent duty to pay any amount to the Agency other than to direct and cause San Juan County to pay to the Agency the City's portion of Tax Increment on an annual basis from and including Year One through and including Year Twenty.

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

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

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

If to the City:
Blanding City
50 West 100 South
Blanding, Utah 84511

If to Agency:
Community Reinvestment Agency of Blanding
50 West 100 South
Blanding, Utah 84511

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be

deemed served or delivered seventytwo (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

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

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

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

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

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

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

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

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

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2068.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any

development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

District: BLANDING CITY

Attest:

By: _____
Mayor

City Recorder

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for the City

Agency: COMMUNITY REINVESTMENT AGENCY OF
BLANDING

By: _____
Chair

ATTEST

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

The Project Area includes approximately 22 acres and is located on the north entrance to the City as is bounded on the south by 200 North, on the east by Highway 191, on the west at approximately 270 East, and on the north by approximately 470 North. The Project Area includes all of the following Parcels:

- > B36220264200
- > B36220264201
- > B36220264202
- > B36220264203
- > B36220263600
- > B36220262601

The legal description of the
Project Area is as follows:

B36220263600

SEC 26 T36SR22E BEG
AT A PT WH IS 769 FT E
OF THE W ¼ COR OF
SEC 26 T36SR22E, AND
RNG TH N 1320 FT, TH
E 551 FT, TH S 923.62 FT,
M/L, TO THE W SDE OF
HWY 191, TH S 30° 28'

W ALONG THE SAID HWY 191 484.88 FT, TH W 305.03 FT TO POB. (ALSO) BEG AT THE SE COR OF THE SW¼NW¼ OF SAID SEC 26, AND RNG TH N 192 FT, TH S 30°28' W 256.18 FT, TH E 129.95 FT TO BEG. (15.9 AC.)

B36220264203 (19)

SEC 26 T36S R22E: BEG PT WH IS 1320 FT W AND S 0°01' E 1820.4 FT FR N¼ COR SEC 26, RNG TH S 0°01'E 401.67 FT TO HW/RW, TH N 30°28' E 346.14 FT ALG HW/RW TO PT WH S 59°32' E 203.77 FT FR POB, TH N 59°32' W 203.77 FT TO POB. (.81 AC) B36220263601

B36220264203 (18)

SEC 26 T36S R22E: BEG S 30°28' W 2042.73 FT OF THE N¼ COR SEC 26, N 52°08' W 350.16 FT, S 0°01' E 262.69 FT, S 58°55' E 214 FT, N 30°28' E 183.59 FT TO PT BEG. (1.25 AC.) B36220264203

B36220264202 (17)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1859.13 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, TH RNG N 63°10' W 414.16 FT, TH S 0°01' E 130.26 FT, TH S 52°08' E 350.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.)B36220264202

B36220264201 (16)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1675.53 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH N 77°02' W 474.78 FT, TH S 0°01' E 77.81 FT, TH S 68°10' E 414.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC) B36220264201 03/17/2000

B36220264200 (15)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1491.93 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH W 555.80 FT TO THE NW COR OF THE SE¼NW¼ OF SAID SEC 26, TH S 0°01" E 51.74 FT, TH S 77°02' E 474.78 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.) B36220264200

EXHIBIT “B”
To
INTERLOCAL AGREEMENT
Project Area Plan and Budget

Resolution No. 4-9-2019-4

A RESOLUTION OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE BLANDING CEMETERY DISTRICT, REGARDING TAX INCREMENT FUNDING IN THE NORTH ENTRANCE COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS Community Reinvestment Agency of Blanding (the "Agency") has been created by Blanding City to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, "Limited Purpose Local Government Entities—Community Reinvestment Agency Act" (the "Act");

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the North Entrance Community Reinvestment Project Area (the "Project Area"), desires to enter into an Interlocal Cooperation Agreement with the Blanding Cemetery District, substantially in the form attached hereto as **Exhibit A**, providing for the payment of tax increment funds within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING:

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Chair of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Chair is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency's best interest and in harmony with the overall intent and purpose of the Agreement, and the Chair's signature upon the final Agreement will constitute the Agency Board's acceptance of all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED this _____, 2019.

Chair

Attest:

Secretary

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **COMMUNITY REINVESTMENT AGENCY OF BLANDING**, a political subdivision of the State of Utah (the "Agency"), and **BLANDING CEMETERY DISTRICT**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Blanding City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

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

C. **WHEREAS**, the Agency has created the North Entrance Community Reinvestment Project Area (the "Project Area"), through the adoption of the North Entrance Community Reinvestment Project Area Plan (the "Project Area Plan"), located within the District, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the District and the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Project Area Plan, the District, and/or Participant(s) will incur significant costs and expenses to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, the Agency has requested that the District and other taxing entities participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment (as defined by the Act) which will be generated from within the Project Area; and

G. **WHEREAS**, the District has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. **WHEREAS**, EFG Consulting, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah,

prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

I. **WHEREAS**, the Agency has created a Project Area Budget, a copy of which is attached as Exhibit "B", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in draft form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement); and

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

NOW, THEREFORE, the parties agree as follows:

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

2. **Offset of Development Costs and Expenses.** The District has determined to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) in the development of the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 San Juan County assessment rolls for all property located within the Project Area (which is currently estimated to be \$236,839, but is subject to final adjustment and verification by the District and Agency).

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

5. **Payment Timeline.** The Agency will determine the first year of payment of Tax Increment from the District, by delivering a letter or other written request to the San Juan County Auditor's office.

6. **Total Payment to Agency.** For a period of 20 years, the District will remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 75% of the District's portion of annual Tax Increment generated within the Project Area. The District is authorized and instructed to pay 75% of the District's portion of Tax Increment directly to the Agency annually. The remaining 25% portion of the Tax Increment will be paid by the San Juan County Treasurer to the District.

7. **Property Tax Rates.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by San Juan County on behalf of the District from the Project Area. The Agency shall be entitled to 75% of all Tax Increment legally available and provided for under the Act, as amended from time to time.

8. **No Independent Duty.** The District shall have no independent duty to pay any amount to the Agency other than to direct and cause San Juan County to pay to the Agency the District's portion of Tax Increment on an annual basis from and including Year One through and including Year Twenty.

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

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

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

If to the District:

Blanding Cemetery District
50 West 100 South
Blanding, Utah 84511

If to Agency:

Community Reinvestment Agency of Blanding
50 West 100 South
Blanding, Utah 84511

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be

deemed served or delivered seventytwo (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

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

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

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

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

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

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

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

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

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2068.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any

development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

District: BLANDING CEMETERY DISTRICT

Attest:

By: _____
Chair

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for the District

Agency: COMMUNITY REINVESTMENT AGENCY OF
BLANDING

By: _____
Chair

ATTEST

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

The Project Area includes approximately 22 acres and is located on the north entrance to the City as is bounded on the south by 200 North, on the east by Highway 191, on the west at approximately 270 East, and on the north by approximately 470 North. The Project Area includes all of the following Parcels:

- > B36220264200
- > B36220264201
- > B36220264202
- > B36220264203
- > B36220263600
- > B36220262601

The legal description of the
Project Area is as follows:

B36220263600

SEC 26 T36SR22E BEG
AT A PT WH IS 769 FT E
OF THE W $\frac{1}{4}$ COR OF
SEC 26 T36SR22E, AND
RNG TH N 1320 FT, TH
E 551 FT, TH S 923.62 FT,
M/L, TO THE W SIDE OF
HWY 191, TH S 30°28'

W ALONG THE SAID HWY 191 484.88 FT, TH W 305.03 FT TO POB. (ALSO) BEG AT THE SE COR OF THE SW¼NW¼ OF SAID SEC 26, AND RNG TH N 192 FT, TH S 30°28' W 256.18 FT, TH E 129.95 FT TO BEG. (15.9 AC.)

B36220264203 (19)

SEC 26 T36S R22E: BEG PT WH IS 1320 FT W AND S 0°01' E 1820.4 FT FR N¼ COR SEC 26, RNG TH S 0°01'E 401.67 FT TO HW/RW, TH N 30°28' E 346.14 FT ALG HW/RW TO PT WH S 59°32' E 203.77 FT FR POB, TH N 59°32' W 203.77 FT TO POB. (.81 AC) B36220263601

B36220264203 (18)

SEC 26 T36S R22E: BEG S 30°28' W 2042.73 FT OF THE N¼ COR SEC 26, N 52°08' W 350.16 FT, S 0°01' E 262.69 FT, S 58°55' E 214 FT, N 30°28' E 183.59 FT TO PT BEG. (1.25 AC.) B36220264203

B36220264202 (17)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1859.13 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, TH RNG N 63°10' W 414.16 FT, TH S 0°01' E 130.26 FT, TH S 52°08' E 350.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.)B36220264202

B36220264201 (16)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1675.53 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH N 77°02' W 474.78 FT, TH S 0°01' E 77.81 FT, TH S 68°10' E 414.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC) B36220264201 03/17/2000

B36220264200 (15)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1491.93 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH W 555.80 FT TO THE NW COR OF THE SE¼NW¼ OF SAID SEC 26, TH S 0°01" E 51.74 FT, TH S 77°02' E 474.78 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.) B36220264200

EXHIBIT “B”
To
INTERLOCAL AGREEMENT
Project Area Plan and Budget

Resolution No. 4-9-2019-5

A RESOLUTION OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE SAN JUAN COUNTY HEALTH SERVICE DISTRICT, REGARDING TAX INCREMENT FUNDING IN THE NORTH ENTRANCE COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS Community Reinvestment Agency of Blanding (the “Agency”) has been created by Blanding City to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agency Act” (the “Act”);

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the North Entrance Community Reinvestment Project Area (the “Project Area”), desires to enter into an Interlocal Cooperation Agreement with the San Juan County Health Service District, substantially in the form attached hereto as **Exhibit A**, providing for the payment of tax increment funds within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING:

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Chair of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Chair is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the overall intent and purpose of the Agreement, and the Chair’s signature upon the final Agreement will constitute the Agency Board’s acceptance of all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED this _____, 2019.

Chair

Attest:

Secretary

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **COMMUNITY REINVESTMENT AGENCY OF BLANDING**, a political subdivision of the State of Utah (the "Agency"), and **SAN JUAN COUNTY HEALTH DISTRICT**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Blanding City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

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

C. **WHEREAS**, the Agency has created the North Entrance Community Reinvestment Project Area (the "Project Area"), through the adoption of the North Entrance Community Reinvestment Project Area Plan (the "Project Area Plan"), located within the District, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the District and the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Project Area Plan, the District, and/or Participant(s) will incur significant costs and expenses to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, the Agency has requested that the District and other taxing entities participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment (as defined by the Act) which will be generated from within the Project Area; and

G. **WHEREAS**, the District has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. **WHEREAS**, EFG Consulting, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

I. **WHEREAS**, the Agency has created a Project Area Budget, a copy of which is attached as Exhibit "B", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in draft form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement); and

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

NOW, THEREFORE, the parties agree as follows:

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

2. **Offset of Development Costs and Expenses.** The District has determined to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) in the development of the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 San Juan County assessment rolls for all property located within the Project Area (which is currently estimated to be \$236,839, but is subject to final adjustment and verification by the District and Agency).

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

5. **Payment Timeline.** The Agency will determine the first year of payment of Tax Increment from the District, by delivering a letter or other written request to the San Juan County Auditor's office.

6. **Total Payment to Agency.** For a period of 20 years, the District will remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 75% of the District's portion of annual Tax Increment generated within the Project Area. The District is authorized and instructed to pay 75% of the District's portion of Tax Increment directly to the Agency annually. The remaining 25% portion of the Tax Increment will be paid by the San Juan County Treasurer to the District.

7. **Property Tax Rates.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by San Juan County on behalf of the District from the Project Area. The Agency shall be entitled to 75% of all Tax Increment legally available and provided for under the Act, as amended from time to time.

8. **No Independent Duty.** The District shall have no independent duty to pay any amount to the Agency other than to direct and cause San Juan County to pay to the Agency the District's portion of Tax Increment on an annual basis from and including Year One through and including Year Twenty.

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

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

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

If to the District:

San Juan County Health District
380 West 100 North
Monticello, UT 84535

If to Agency:

Community Reinvestment Agency of Blanding
50 West 100 South

Blanding, Utah 84511

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

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

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

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

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19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that

the sole and exclusive venue shall be in a court of competent jurisdiction in San Juan County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2068.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
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Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

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

District: SAN JUAN COUNTY HEALTH DISTRICT

Attest:

By: _____
Board President

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for the District

Agency: COMMUNITY REINVESTMENT AGENCY OF
BLANDING

By: _____
Chair

ATTEST

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

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EXHIBIT "A"
to
INTERLOCAL AGREEMENT

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The legal description of the
Project Area is as follows:

B36220263600

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W ALONG THE SAID HWY 191 484.88 FT, TH W 305.03 FT TO POB. (ALSO) BEG AT THE SE COR OF THE SW¼NW¼ OF SAID SEC 26, AND RNG TH N 192 FT, TH S 30°28' W 256.18 FT, TH E 129.95 FT TO BEG. (15.9 AC.)

B36220264203 (19)

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SEC 26 T36S R22E: BEG S 30°28' W 2042.73 FT OF THE N¼ COR SEC 26, N 52°08' W 350.16 FT, S 0°01' E 262.69 FT, S 58°55' E 214 FT, N 30°28' E 183.59 FT TO PT BEG. (1.25 AC.) B36220264203

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SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1491.93 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH W 555.80 FT TO THE NW COR OF THE SE¼NW¼ OF SAID SEC 26, TH S 0°01" E 51.74 FT, TH S 77°02' E 474.78 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.) B36220264200

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan and Budget

Resolution No. 4-9-2019-6

A RESOLUTION OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE SAN JUAN COUNTY WATER CONSERVANCY DISTRICT, REGARDING TAX INCREMENT FUNDING IN THE NORTH ENTRANCE COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS Community Reinvestment Agency of Blanding (the “Agency”) has been created by Blanding City to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agency Act” (the “Act”);

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the North Entrance Community Reinvestment Project Area (the “Project Area”), desires to enter into an Interlocal Cooperation Agreement with the San Juan County Water Conservancy District, substantially in the form attached hereto as **Exhibit A**, providing for the payment of tax increment funds within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COMMUNITY REINVESTMENT AGENCY OF BLANDING:

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Chair of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Chair is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the overall intent and purpose of the Agreement, and the Chair’s signature upon the final Agreement will constitute the Agency Board’s acceptance of all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED this _____, 2019.

Chair

Attest:

Secretary

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **COMMUNITY REINVESTMENT AGENCY OF BLANDING**, a political subdivision of the State of Utah (the "Agency"), and **SAN JUAN COUNTY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Blanding City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and
- C. **WHEREAS**, the Agency has created the North Entrance Community Reinvestment Project Area (the "Project Area"), through the adoption of the North Entrance Community Reinvestment Project Area Plan (the "Project Area Plan"), located within the District, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the District and the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, as explained further in the Project Area Plan, the District, and/or Participant(s) will incur significant costs and expenses to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and
- F. **WHEREAS**, the Agency has requested that the District and other taxing entities participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment (as defined by the Act) which will be generated from within the Project Area; and
- G. **WHEREAS**, the District has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. WHEREAS, EFG Consulting, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

I. WHEREAS, the Agency has created a Project Area Budget, a copy of which is attached as Exhibit "B", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in draft form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement); and

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

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The District has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate, encourage and leverage such development activity.
2. **Offset of Development Costs and Expenses.** The District has determined to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) in the development of the Project Area, to the extent permitted by the Act, as amended from time to time.
3. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 San Juan County assessment rolls for all property located within the Project Area (which is currently estimated to be \$236,839, but is subject to final adjustment and verification by the District and Agency).
4. **Agreement(s) with Participant(s).** The Agency is authorized to enter into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)'s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Timeline.** The Agency will determine the first year of payment of Tax Increment from the District, by delivering a letter or other written request to the San Juan County Auditor's office.
6. **Total Payment to Agency.** For a period of 20 years, the District will remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 75% of the District's portion of annual Tax Increment generated within the Project Area. The District is authorized and instructed to pay 75% of the District's portion of Tax Increment directly to the Agency annually. The remaining 25% portion of the Tax Increment will be paid by the San Juan County Treasurer to the District.
7. **Property Tax Rates.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by San Juan County on behalf of the District from the Project Area. The Agency shall be entitled to 75% of all Tax Increment legally available and provided for under the Act, as amended from time to time.
8. **No Independent Duty.** The District shall have no independent duty to pay any amount to the Agency other than to direct and cause San Juan County to pay to the Agency the District's portion of Tax Increment on an annual basis from and including Year One through and including Year Twenty.
9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the District:

San Juan County Water Conservancy District
P O Box 246 48 North Main
Blanding, UT 84511

If to Agency:

Community Reinvestment Agency of Blanding
50 West 100 South

Blanding, Utah 84511

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

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

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

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

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

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

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

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

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that

the sole and exclusive venue shall be in a court of competent jurisdiction in San Juan County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2068.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal

Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

District: SAN JUAN COUNTY WATER CONSERVANCY
DISTRICT

Attest:

By: _____
Board President

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for the District

Agency: COMMUNITY REINVESTMENT AGENCY OF
BLANDING

By: _____
Chair

ATTEST

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

The Project Area includes approximately 22 acres and is located on the north entrance to the City as is bounded on the south by 200 North, on the east by Highway 191, on the west at approximately 270 East, and on the north by approximately 470 North. The Project Area includes all of the following Parcels:

- B36220264200
- B36220264201
- B36220264202
- B36220264203
- B36220263600
- B36220262601

The legal description of the
Project Area is as follows:

B36220263600

SEC 26 T36SR22E BEG
AT A PT WH IS 769 FT E
OF THE W ¼ COR OF
SEC 26 T36SR22E, AND
RNG TH N 1320 FT, TH
E 551 FT, TH S 923.62 FT,
M/L, TO THE W SDE OF
HWY 191, TH S 30° 28'

W ALONG THE SAID HWY 191 484.88 FT, TH W 305.03 FT TO POB. (ALSO) BEG AT THE SE COR OF THE SW¼NW¼ OF SAID SEC 26, AND RNG TH N 192 FT, TH S 30°28' W 256.18 FT, TH E 129.95 FT TO BEG. (15.9 AC.)

B36220264203 (19)

SEC 26 T36S R22E: BEG PT WH IS 1320 FT W AND S 0°01' E 1820.4 FT FR N¼ COR SEC 26, RNG TH S 0°01' E 401.67 FT TO HW/RW, TH N 30°28' E 346.14 FT ALG HW/RW TO PT WH S 59°32' E 203.77 FT FR POB, TH N 59°32' W 203.77 FT TO POB. (.81 AC) B36220263601

B36220264203 (18)

SEC 26 T36S R22E: BEG S 30°28' W 2042.73 FT OF THE N¼ COR SEC 26, N 52°08' W 350.16 FT, S 0°01' E 262.69 FT, S 58°55' E 214 FT, N 30°28' E 183.59 FT TO PT BEG. (1.25 AC.) B36220264203

B36220264202 (17)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1859.13 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, TH RNG N 63°10' W 414.16 FT, TH S 0°01' E 130.26 FT, TH S 52°08' E 350.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.) B36220264202

B36220264201 (16)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1675.53 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH N 77°02' W 474.78 FT, TH S 0°01' E 77.81 FT, TH S 68°10' E 414.16 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC) B36220264201 03/17/2000

B36220264200 (15)

SEC 26 T36S R22E: BEG AT A PT WH IS S 30°28' W 1491.93 FT FROM THE N¼ COR SEC 26 T36S R22E, SLM, AND RNG TH W 555.80 FT TO THE NW COR OF THE SE¼NW¼ OF SAID SEC 26, TH S 0°01' E 51.74 FT, TH S 77°02' E 474.78 FT, TH N 30°28' E 183.60 FT TO POB. (1.25 AC.) B36220264200

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan and Budget