Herriman City Fire Safety Area Agenda

Wednesday, June 14, 2023

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the City Council Chambers, located at
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

1. **Call to Order – 7:00 p.m.** (or as soon as possible thereafter)
2. **Approval of Minutes**
   - 2.1. Motion for the review and outline of the finalization process to approve the June 14, 2023 Herriman City Fire Service Area Meeting minutes
3. **Public Hearings and Action Items**
   - 3.1. Consideration and approval of amendments to the fiscal year 2023 Herriman City Fire Safety Area budget – Kyle Maurer, Finance Director
4. **Discussion and Action Items**
   - 4.1. Herriman City Fire Safety Area participation in Community Development Areas formerly covered by USFA – Nathan Cherpeski, City Manager
   - 4.2. Discussion and Consideration of a Resolution Adopting a Proposed Rate of Tax and Levying Taxes Upon all Real and Personal Property Within the Herriman City Fire Safety District – Kyle Maurer, Finance Director
5. **Adjournment**

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

ELECTRONIC PARTICIPATION: Members may participate electronically via telephone, Skype, or other electronic means during this meeting.

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.org

Posted and Dated this 8th day of June, 2023 Jackie Nostrom, City Recorder

HERRIMAN CITY

STAFF REPORT

DATE: May 26, 2023

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer

SUBJECT: Consideration and approval of amendments to the fiscal year 2023 Herriman City Fire Safety Area budget.

RECOMMENDATION:
Staff recommends approval of the amendments.

ISSUE BEFORE COUNCIL:
Should the Board of Trustees approve the amendments as presented?

BACKGROUND/SUMMARY:
Good budgetary and accounting practices require periodic amendments to the Fire Safety Area's adopted fiscal year budget. A number of budget amendments are required to ensure the Safety Area is staying within budgeted allotments and transactions are being accounted for correctly in the financial system.

DISCUSSION:
The requested amendments are as follows:

1. Reduce the expected fund balance contribution from the Unified Fire Service Area (UFSA) by $38,000 to match actuals ($42,000). The amount to be received, both this year and moving forward, was confirmed by the UFSA CFO.
2. Move the Fire Impact Fee into a separate fund ($535,000).
3. Recognize interest income earned on idle Safety Area cash balances ($150,000)
4. Increase the budget for contracted services by $201,300 to recognize actual expenditures incurred.
5. Recognize $13,074 in capital outlay expenditures for the Safety Area's portion of seismic upgrades to Station 103.
6. Transfer prior Fire Impact Fee fund balance to the new fund ($636,840).

ALTERNATIVES:
The Board of Trustees may choose to approve all, none, or some of the amendments.

FISCAL IMPACT:
Budgeted revenues are expected to decrease $427,000 (largely due to moving Fire Impact Fees to a separate fund). Budgeted expenditures (including contribution to fund balance) are also expected to decrease $427,000.

ATTACHMENTS:
Fire Safety Area Proposed Amendments Fire Safety Area Resolution

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City of Herriman Fire Service Area
Proposed Fiscal Year 2023 Budget Amendments

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
27-31110		UFSA Fund Balance	$ 80,000	$ (42,000)	$ 38,000	Reduce revenue to match actuals
27-36010		Revenue - Fire Impact Fee	535,000	(535,000)	-	Move fire impact fees to new fund
27-36100		Interest Income	-	150,000	150,000	
TOTAL REVENUE ADJUSTMENTS - FIRE SERVICE AREA FUND			**$ 615,000**	**$ (427,000)**	**$ 188,000**	

GL Account	Department	GL Account Description	FY2023 Budget (Current)	Proposed Amendment	2023 Adjusted Budget (Proposed)	Explanation
27-47105		Contract Services	$ 5,200,000	$ 201,300	$ 5,401,300	Increase to match actuals/possible debt service payment not included
27-47510		Capital Outlay	-	13,074	13,074	City's portion of seismic upgrades to Station 103 (per Council approved agreement)
27-4900		Budgeted Increase in Fund Balance	2,130,000	(1,278,214)	851,786	Move fire impact fees to new fund
27-49024		Transfer to Fire Impact Fee Fund	-	636,840	636,840	Transfer restricted fund balance to Fire Impact Fee Fund
TOTAL EXPENDITURE ADJUSTMENTS - FIRE SERVICE AREA FUND			**$ 7,330,000**	**$ (427,000)**	**$ 6,903,000**	

Fund Balance Summary

	FY2021 (Actual)	FY2022 (Actual)	FY2023 (Budget)
Beginning Fund Balance	-	(3,467)	1,869,789
Additions (Reductions)	(3,467)	1,873,256	851,786
Ending Fund Balance	**$ (3,467)**	**$ 1,869,789**	**$ 2,721,575**

HERRIMAN CITY FIRE SERVICE AREA

RESOLUTION NO.__________

A RESOLUTION OF THE HERRIMAN CITY FIRE SERVICE AREA APPROVING AN AMENDMENT TO THE 2022-2023 FISCAL YEAR BUDGET

WHEREAS, the Herriman City Fire Service Area ("HCFSA") met in regular meeting on June 14, 2023, to consider, among other things, approving amendments to the 2022-2023 fiscal year budget; and

WHEREAS, the Board of Trustees of the HCFSA has determined it necessary to amend the budget to reflect various changes; and

WHEREAS, the Board of Trustees of the HCFSA determines that the amendment presented to the Board is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees that the budget for the period of July 1, 2022, through June 30, 2023, is hereby amended as set forth on the attached amended budget.

This Resolution, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Board of Trustees of the HCFSA this 14th day of June, 2023.

HERRIMAN CITY FIRE SERVICE AREA

By: ____________________________________
Chairman

____
District Clerk

STAFF REPORT

DATE: May 25, 2023

TO: The Honorable Mayor and City Council

FROM: Nathan Cherpeski

SUBJECT: Herriman City Fire Safety Area (HCFSA) participation in Community Development Areas formerly covered by the Unified Fire Service Area (UFSA)

RECOMMENDATION:
Staff recommends participating in Herriman City sponsored CDA agreements that were formerly part of UFSA.

ISSUE BEFORE COUNCIL:
Should the Council, acting as the HCFSA, agree to participate in community development agreements that UFSA formerly participated in?

BACKGROUND/SUMMARY:
Herriman City has several Community Development Areas that have active tax increment agreements. When the City left UFSA and formed HCFSA, no formal action was taken on whether to participate in UFSA's place or not. As a separate legal entity, this would be required to participate in the CDA. Tax Increment Financing has been a key component of several of our commercial and development areas.

DISCUSSION:
When the City withdrew from UFSA, the increment that would have gone to the agency and used to meet obligations was no longer collected. The impact for each area is as follows:

CDA Area	% Participation	Annual (2024)	Cumulative	Ending Year
Herriman Towne Center	80%	$614,011	$8,714,065	2032
Herriman Business Center	75%	$229,898	$3,590,503	2036
Anthem	75%	$114,415	$1,465,397	2034
Totals		$958,324	$13,769,965	

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If the HCFSA Board agrees to participate, staff's recommendation is to do so going forward and not make any such commitment retroactive. The fund currently has the resources to absorb this impact. As the City asks other partners to also forgo revenues to help support economic development, it seems appropriate to participate with City related entities.

ALTERNATIVES:

1. Direct staff to prepare the appropriate Interlocal Agreement between the Community Development and Renewal Agency of Herriman City and the HCFSA.
2. Decline to participate in all areas but participate in others.
3. Provide staff other direction.

FISCAL IMPACT:
As stated above the impact to HCFSA for participating in all of the approved areas is $958,324 in 2024.

ATTACHMENTS:
Amended and Restated Participation agreement February 27, 2019

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Herriman City

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2019-05

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN AMENDED AND RESTATED PARTICIPATION AGREEMENT WITH ANTHEM CENTER, LLC

WHEREAS, the Community Development and Renewal Agency of Herriman City (the "Agency") met in special open and public meeting on February 27, 2019, to consider, among other things, approving an amended and restated participation agreement with Anthem Center, LLC; and

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

WHEREAS, pursuant to the Act, and more particularly Utah Code Section 17C-1-202, the Agency is authorized enter into participation agreements with developers or property owners; and

WHEREAS, Anthem Center, LLC and the Agency have negotiated a contract for repayment of certain property tax increment and sale tax increment the terms of which are set forth in the amended and restated participation agreement ("Agreement") attached hereto as exhibit "A."

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY as follows:

1. that the Agreement be approved, with such minor changes and emendations as deemed necessary by the Agency.

2. that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the Agreement on behalf of the Agency.

3. that this resolution takes effect upon adoption.

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY

David Watts, **Chair**

ATTEST:

Jackie Nostrom, MMC
Secretary

Community Development and Renewal Agency
Herriman, Utah

Community Development and
Renewal Agency of Herriman City

RESOLUTION NUMBER: **R2019-05**

SHORT TITLE: A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY APPROVING AMENDED AND RESTATED PARTICIPATION AGREEMENT WITH ANTHEM CENTER, LLC

PASSAGE BY THE DIRECTORS OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY
ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
David Watts			X		
Nicole Martin		X	X		
Jared Henderson			X		
Sherrie Ohrn	X		X		
Clint Smith			X		
	TOTALS		5		

This resolution was passed by the Board of Directors of the Community Development and Renewal Agency of Herriman City, Utah on the 27th day of February, 2019, on a roll call vote as described above.

EXHIBIT A

to Resolution No. __________

Participation Agreement

Amended and Restated Participation Agreement

between

The Community Development and Renewal Agency of
Herriman City

and

Anthem Center, LLC

February 27, 2019

Amended and Restated Participation Agreement

The Community Development and Renewal Agency of Herriman City, a political subdivision of the State of Utah (the "**Agency**"), and Anthem Center, LLC, a Utah limited liability company (the "**Participant**") (Agency and the Participant may be referred to herein collectively as "**Parties**" or individually as a "**Party**"), hereby agree as follows:

RECITALS

A. The Agency and the Participant previously entered into that certain Participation Agreement (the "**Prior Agreement**"), pursuant to which the Agency agreed to refund certain tax increment to the Participant in connection with the Participant's development of a mixed used center in Herriman City (the **"Center"**).

B. The City of Herriman, Utah (the "**City**"), adopted Ordinance 2017-07, pursuant to which the City exempted Water Infrastructure Impact Fee and Roadway Facilitites Impact Fee with respect to a portions of the Center but only with respcet to building permits obtained on or before Janurary 25, 2021 (the "**2017 Ordinance**").

C. The Participant has agreed to request that the City repeal the 2017 Ordinance and adopt a new ordianance to exempt the Roadway Facilities Impact Fee with respect to an approximately 83,000 square foot WinCo grocery store (the"**Anchor Store**") located within the Center in an area approved by the City (the "**Anchor Parcel**").

D. The Anchor Store has also requested that, the Agency pay point of sale tax generated from the Anchor Store for a period beginning on the date the Certificate of Occupancy is issued with respect to the Anchor Store and ending five (5) years after the date the Certificate of Occupancy is issued but in no event beyond June 30, 2026 not to exceed a cumulative total of $500,000 or an annual total of $200,000 for any given calendar year (**"Anchor Increment"**) in the aggregate pursuant to a separate agreement with the Agency (the "**Anchor Participation Agreement**").

E. The Agency has requested that the Participant reduce the property tax increment payable to Participant under the Prior Agreement by $250,000 (the "**Partcipant's Share of Anchor Increment**") and make certain other agreements with respect to the Anchor Increment as set forth herein.

F. Particpant has agreed to reduce the tax increment payable to the Participant under the Prior Agreement by Participant's Share of the Anchor Increment on the terms set forth herein and otherwise on the condition that the City pay to the Agency, and the Agency then pay to the Participant, point of sales tax generated by the Center on the terms set forth herein.

G. The Parties desire to amend and restate the Prior Agreement in its entirety to reflect cetain changes to the Prior Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the Prior Agreement is hereby amended and restated in its entirety as follows:

1. SUBJECT OF AGREEMENT

1.1 Purpose of the Agreement

The purpose of this Amended and Restated Participation Agreement (the "**Agreement**") is (a) to implement the Herriman Anthem Community Reinvestment Project Area Plan (the "**Project Area Plan**") adopted by the Agency, by providing for the development of a mixed use retail center on approximately 49 acres of land, as more particularly described below, located in the City, comprising the Herriman Anthem Community Reinvestment Development Project Area (the "**Project Area**"), and (b) to specify the terms and conditions pursuant to which the Agency and the Participant will cooperate in bringing about this objective, including the funds the Agency will provide to assist in the development of the Project Area. The fulfillment of this Agreement is vital to and in the best interests of the Agency and the health, safety, and welfare of the residents of the City, and in accord with public purposes. This Agreement is carried out pursuant to the Utah Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the "**Act**").

1.2 The Project Area Plan

This Agreement is subject to the provisions of the Project Area Plan, as approved and adopted on August 9, 2017, by the City Council of the City, in Ordinance No. 2017-04 (the "**Ordinance**"), in accordance with Section 17C-5-104 of the Act. The Project Area Plan and the Ordinance are attached hereto as **Exhibit A** and **Exhibit B,** respectively.

1.3 The Project Area

The Project Area is located within the boundaries of the City, the exact boundaries of which are specifically and legally described in **Exhibit C** attached hereto. The Project Area is shown on the Project Area Map which is attached hereto as **Exhibit D.**

1.4 The Project Area Budget

Pursuant to the Act, a Project Area Budget has been adopted by the Agency for the Project Area (the "**Project Area Budget**"). A copy of the Project Area Budget is attached hereto as

<u>Exhibit E.</u>

1.5 <u>Interlocal Agreements</u>

The Agency has entered into separate Interlocal Agreements (collectively, the " **Property Tax Interlocal Agreements**") with the City , Salt Lake County, Utah (the "**County**"), Jordan School District (the "**School District**"), Jordan Valley Water Conversancy District ("**Jordan Valley**"), South Valley Sewer District ("**Sewer District**"), Unified Fire Service Area ("**UFA**") and the Central Utah Water Conservancy District ("**Conservancy District**") pursuant to which the City, the County, the School District, Jordan Valley, the Sewer District, the UFA, and the Conservancy District to pay to the Agency certain Property Tax Increment (defined below). The Agency has entered into a separate Interlocal Agreement with the City to pay to the Agency certain Sales Tax Increment (defined below) for purposes of funding part of the costs of development the Project Area (the "**Sale Tax Interlocal Agreement"**). The Property Tax Interlocal Agreements and the Sale Tax Interlocal Agreement are attached to this Agreement as **<u>Exhibit G</u>**. The Property Tax Interlocal Agreements and the Sale Tax Interlocal Agreement are collectively referred to as Interlocal Agreements.

1.6 <u>Parties to the Agreement</u>

1.6.1 <u>Agency</u>

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is: The Community Development and Renewal Agency of Herriman City, 5355 West Herriman Main Street, Herriman, Utah 84096 Attention: Economic Development Director.

1.6.2 <u>The Participant</u>

The Participant is Anthem Center, LLC, a Utah limited liabilty company. The address of the Participant for the purposes of this Agreement is: 126 West Sego Lily Drive, Suite 275, Sandy, Utah 84070 Attention: President.

2. CHANGES AND ASSIGNMENTS

2.1 <u>Prohibition Against Certain Changes</u>

2.1.1 <u>Acknowledgement by Participant</u>

The Participant acknowledges that the identity and qualifications of the Participant are of particular importance to the Agency in view of:

(1) the importance of the development of the Project to the general welfare of the community;

(2) the public assistance set forth in this Agreement that has been made available by law and by the Agency for the purpose of making such development possible; and

(3) the fact that a significant change in identity, ownership or control of the Participant may, except as permitted herein, be considered, for practical purposes, a transfer or disposition of the Project.

The Participant further recognizes that it is because of such qualifications and identity that the Agency is entering into this Agreement with the Participant.

2.1.2 Change of Ownership

For the reasons set forth above in Section 2.1.1, and subject to the provisions of Section 2.2 hereof, the Participant represents and agrees for itself and any successor in interest that prior to the issuance by the Agency of a Certificate of Completion for 100,000 square feet of development within the Project as provided in Section 5.3 hereof (which 100,000 square feet shall be in addition to the store to be constructed on the Anchor Parcel), there shall be no significant change in the ownership of the Participant or with respect to the identity of the parties in control of the Participant or the degree thereof, by any method or means, without the prior written approval of the Agency, which approval may be withheld if, in the sole opinion of the Agency, such transfer would result in the economic development goals of the Agency not being met.

The Participant shall promptly notify the Agency of any and all changes of the identities of the Parties in control of the Participant or the degree thereof that is not permitted by Section 2.2 hereof, of which it or its manager or any of its members have been notified or otherwise have knowledge or information.

2.2 Permissible Transfers.

Notwithstanding the provisions of this Agreement to the contrary, the Participant shall not be required to obtain the Agency's consent, and the Agency shall not be permitted to terminate this Agreement, in connection with (a) the sale, exchange, issuance or redemption of any ownership interest in the Participant so long as John Gust, Cory Gust and/or Doug Young and their respective spouses and/or lineal descendants, or trusts set up for the benefit of the foregoing, own, or control in the aggregate, 51% or more of the direct and indirect interests in the Participant; (b) transfers of less than a controlling interest in the Participant; (c) transfers of interests in either the Project, the Participant or this Agreement to persons or entities that, after the transfer, are , under common control with or controlled by the Participant; (d) changes in the organizational form of the Participant; (e) transfer of the operational or managerial responsibilities of the Project to a third party provider who is acting as an agent on behalf of the Participant; (f) leasing, subleasing, licenses, or granting other possessory rights in any portion of the Project; (g) a sale and leaseback or similar financing transaction of the Project; (h) a transfer of a fee simple interest in any portion of the Project to a third party; (i) the granting of encumbrances, easements, covenants, conditions, restrictions or other similar rights or obligations in the Project; (j) the granting of any lien, security interest, or other encumbrance upon the Project or the interests of the Participant in the Project or this Agreement, or the foreclosure, delivery of deed in lieu of foreclosure or other realization upon the Project, the Participant or this Agreement of such lien, security interest or other encumbrance; (k) a transfer of any portion of the Project Area which is not owned by the Participant; (l) a transfer of the rights to receive all or a portion of amounts payable to the Participant hereunder to any third party, including a lender, and (m) a transfer of all or a portion of the Project to a third party while retaining all rights to receive amounts hereunder. For purposes hereof, "control" (and its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, or power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

2.3 Assignment or Transfer of Agreement

The Participant represents and agrees for itself and its successors and assigns that, during the term of this Agreement and except as set forth in Section 2.2, the Participant will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, during the term of this Agreement except as explicitly allowed herein or as agreed to in a writing signed by the Parties.

2.4 Transfers to Tax-exempt Organization

Notwithstanding anything in this Agreement to the contrary, any attempt by the Participant or its successor(s) in interest to transfer any of the real or personal property within the portions of the Project Area owned by the Participant to a tax-exempt organization or otherwise to exempt any of the real or personal property within the Project Area from ad valorem property taxation without the prior written consent of the Agency will entitle the Agency, at its sole discretion, to immediately and without prior notice terminate this Agreement and cease further payments under this Agreement to the Participant or its successors or assigns.

2.5 Continuing Obligations

Unless the Agency consents to an assignment or transfer of this Agreement, no assignment or transfer of this Agreement, any part hereof, any right herein, or approval hereof, by the Agency shall be deemed to relieve the Participant from any obligation under this Agreement. All of the terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participant and its permitted successors and assigns.

3 FINANCING OF THE DEVELOPMENT OF THE PROJECT AREA

3.1 Nature of Participant's Obligations

The Participant shall have the right to improve the Project Area by developing, at its own expense, the Retail Improvements in accordance with the terms of this Agreement. The term "**Retail Improvements**" mean all improvements constructed from time to time for the purposes of operating retail, restaurant, entertainment and hospitality uses from time to time in Center. In addition, the Participant shall, or will cause purchasers of portions of the Center to, plan, hire, oversee, arrange, coordinate and supervise the acquisition, construction and/or installation of the infrastructure improvements as identified in the Project Area Plan and set forth in **Exhibit F,** which have been determined by the Participant and the City to be necessary in connection with the development of the Project Area (the "**Infrastructure Improvements,**" and together with the Retail Improvements, the "**Project**").

3.2 Reimbursement of Infrastructure Improvements Costs

Following completion of all or a portion of the Infrastructure Improvements and acceptance of such Infrastructure Improvements dedicated to the City by the City engineer (but not the passage of any applicable warranty period), the Participant will (a) submit such invoices (along with such other evidence or documentation of costs reasonably required by the Agency) to the Agency for the portions of the Infrastructure Improvements constructed by the Participant for reimbursement to the Participant (the "**Project Invoices**"), and (b) submit a certification from an engineer engaged by the Participant, and acceptable to the Agency, setting forth such engineer's estimate of the costs of the Infrastructure Improvements not constructed by the Participant in the Center, broken down into the line items set forth on **Exhibit F** (each an "**Engineer's Estimate**"), for payment to the Participant. Provided the City Engineer approves the Engineer's Estimate, such approval not to be unreasonably withheld, and subject to the terms of Section 4.1 of this Agreement, the Participant shall be reimbursed or paid for the costs related to the acquisition, construction and/or installation of the Infrastructure Improvements, (the "**Reimbursable Costs**") hereunder but only from and to the extent of the Participant's Tax Increment Share and from Tax Increment actually received by the Agency. Reimbursement of Reimbursable Costs shall be made in accordance with the terms of this Agreement.

3.3 Responsibility for Development Plans and Permits

If the Participant elects to develop all or a portion of the Project, with respect to the portion which the Participant has elected to develop, the Participant shall prepare and complete all plans for the acquisition and construction of such portion of the Project, and such plans shall be in accordance with all federal, state and local laws and regulations. Before commencing development of the portion of the Project which the Participant desires to develop, the Participant shall secure or cause to be secured, at its own expense, any and all permits required in order to proceed with the development of such portion of the Project as then being developed. The Agency acknowledges that the Participant cannot predict if, when or at what rate development of the Project will occur. The timing and rate for development of the Project will depend upon numerous factors outside of the control of the Participant such as market orientation and demand, competition, availability of qualified laborers to construct the Project, and/or weather conditions that may delay construction. The Agency hereby acknowledges that the Participant may develop the Project in such order and at such rate and times as the Participant deems appropriate within the exercise of its sole and absolute discretion. The Agency acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties. Nothing in this Agreement shall be construed to require the Participant to proceed with the construction of or any other implementation of the Project or any portion thereof.

3.4 Funding Responsibility

The Participant and the Agency understand and agree that funding for the development of the Project Area and its related improvements shall come from the Participant's internal capital or financing obtained by the Participant. Subject to the Agency's obligations to provide Tax Increment on the terms set forth herein, the Agency shall not be liable or responsible for providing, obtaining or guaranteeing any financing for the Project or any other matter addressed by this Agreement.

4 TAX INCREMENT FINANCING

4.1 Tax Increment

The Project Area Plan was adopted on August 9, 2017. The Project Area Plan will be funded in part by real and personal property tax increment and sales tax increment pursuant to the provisions of the Act. Under the Act and the Interlocal Agreements between the Agency and the Participating Taxing Entities (as defined below), the Agency is entitled to receive, or anticipating on receiving, up to a certain percent of the Tax Increment (as defined below) as set forth in each Interlocal Agreement over a maximum period identified in the Interlocal Agreements. In accordance with the Interlocal Agreements, the Agency shall begin to receive Tax Increment for various tax years (the "**Trigger Year**"), which the Agency expects to receive the year following the applicable Trigger Year. The amount of Tax Increment that the Agency is allowed to receive under the Interlocal Agreements is to be paid into a special fund of the Agency in accordance with the Act and shall be applied for the purposes described in the Project Area Plan, the Project Area Budget, the Interlocal Agreements and this Agreement

4.1.1 Definitions

For purposes of this Agreement, (a) "**Tax Increment**" shall mean collectively the Property Tax Increment and the Sales Tax Increment, (b) "**Property Tax Increment**" means the Property Tax Increment, as defined in the Interlocal Agreements that is actually received by the Agency less any rebate due or paid to Salt Lake County and the Jordan School District, administrative fees or mitigation payments owing to Salt Lake County and the Jordan School District, pursuant to their respective Interlocal Agreements, and the ten percent (10%) affordable housing set-aside due or paid to a housing authority either the Housing Authority of Salt Lake County or otherwise for use as provided in Utah Code Ann.§17C-1-412; (c) "**Sales Tax Increment** means the sales tax actually received by the Agency pursuant to the Sale Tax Interlocal Agreement (Non WinCo) less the ten percent (10%) affordable housing set-aside due or paid to a housing authority either the Housing Authority of Salt Lake County or otherwise for use as provided in Utah Code Ann.§17C-1-412 ; (d) the "**Base Tax Value Amount**" for the real and personal property within the Project Area is $10,248,574; (f) "**Participating Taxing Entities**" shall mean the City, the County, the School District, Jordan Valley, the Sewer District, the UFA, and the Conservancy District; and (g) "**Increment Period**" means Tax Increment Collection Period as defined or contemplated in the Interlocal Agreements.

4.1.2 Property Tax Increment

Commencing with the year in which the Agency is required to pay the Anchor Increment, the Agency shall retain two hundred fifty thousand and no/100 dollars ($250,000) of Property Tax Increment, in amounts equal to $50,000 per year (the "**Anchor Contribution**"). The Agency agrees to pay the remaining Property Tax Increment to the Participant on the following terms (a) annually after the Agency has retained the Anchor Contribution, if any, and all the other conditions to reimbursement or payment have been satisfied; (b) only from and to the extent that Property Tax Increment is generated from the Project Area and actually received by the Agency; and (c) annually in an amount equal to seventy-three and 33/100 percent (73.33%) of the Property Tax Increment generated from the Project Area for the prior year (the remaining 26.67% being referred to herein as the "**Agency's Tax Increment Share**" and paid as described below), not to exceed the lesser of (i) the Reimbursable Costs, or (ii) an aggregate amount of eleven million six hundred sixty thousand three hundred and no/100 dollars ($11,660,300) (the "**Participant's Tax Increment Share**"). The Agency shall not be obligated to pay the Participant more than the Participant's Tax Increment Share. Further, the Agency shall not have any obligation to make any Tax Increment payments to the Participant for any time beyond the end of the tax year which is sixteen (16) years after the applicable Trigger Year. Notwithstanding the foregoing, the Agency shall retain for the costs of administering the Project Area, an amount not to exceed the lesser of (a) five percent (5%) of the Property Tax Increment the Agency receives for such year, or (b) such lesser amounts permitted by the Interlocal Agreements, which amount shall not be available to pay to the Participant for the Participant's Tax Increment Share. Tax Increment is the only funding source available or obligated under this Agreement.

4.1.3 Sales Tax Increment

If the Anchor Store is substantially completed on or before November 30, 2020 (as such date may be extended as a result of the events described in Section 7.4), and after satisfying the Agency obligation to the Anchor Store to pay the Anchor Store Sales Tax Increment generated from the Anchor Store in an amount not to exceed a cumulative total of $500,000 or an annual total of $200,000 for any given year the Agency will pay to the Participant the Sales Tax Increment generated from the Anchor Store up to an amount not to exceed (a) $200,000 in any calendar year, and (b) $400,000 in the aggregate. In addition, the Agency will pay to the Participant the Sales Tax Increment generated from the Center specifically excluding the Anchor Store in an amount equal to seventy-five percent (75%) of the amount of Water Infrastructure Impact Fees and Roadway Facilities Impact Fees actually collected by the City (or would have been collected had such fees not been waived by the City (other than fees waived in favor of the Participant and the Anchor Store)) with respect to the Retail Improvements from August 1, 2018 through and including July 31, 2023. The payments of Sales Tax Increment by the Agency shall be (a) subject to the Sale Tax Interlocal Agreement, and (b) be made only from and to the extent that Sales Tax Increment is generated and actually received by the Agency.

4.2 Conditions Precedent to Payment of the Participant's Tax Increment Share

In addition to the conditions stated elsewhere in this Agreement, the Agency shall have no obligation to make payment hereunder to the Participant from Participant's Tax Increment Share until the following conditions precedent are satisfied: (a) the Agency has received Project Invoices and/or the Engineer's estimates; (b) the Infrastructure Improvements for which reimbursement is sought have been constructed; (c) the City has inspected and accepted the Infrastructure Improvements for which reimbursement is sought (but not the passage of any applicable warranty period), and (d) the Agency has actually received payment of the funds representing the Property Tax Increment. The Agency agrees to review all submittals and notify the Participant of any objections thereto within 30 days of receipt thereof. The Participant shall be reimbursed for Reimbursable Costs from Participant's Tax Increment Share within thirty (30) days from the date of the satisfaction of all of the conditions precedent contained in this Agreement.

4.3 Agency's Encumbrance of Tax Increment

The Agency agrees that the Agency shall not, without the prior written consent of the Participant, issue any bonds and other indebtedness that are secured by Tax Increment from the Project Area until such time as the Participant has been paid amounts owing under this Agreement.

4.4 Payment of Real Property and *Ad Valorem* Taxes

The Participant understands and agrees that the sole source of Tax Increment for payment of the Participant's Tax Increment Share hereunder is the payment of the *ad valorem* taxes on the real and personal property within the Project Area and to the extent such taxes are not paid, the Participant's Tax Increment Share shall be reduced until such taxes are paid. Nothing herein contained, however, shall be deemed to prohibit the Participant from contesting the validity or amount of any tax assessment, encumbrance, or lien, or to limit the remedies available to the Participant in respect thereto.

4.5 Reduction or Elimination of Tax Increment

In the event that the provisions of Utah law which govern the payment of Tax Increment to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency, the Agency's obligation to pay such amounts to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge any law change that would reduce or eliminate the payment of Tax Increment to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a change in law that reduces or eliminates the payment of Tax Increment to the Agency; provided, the Agency will not oppose the Participant, if the Participant challenges a change in the law that reduces or eliminates the payment of Tax Increment to the Agency. In the event any change in law invalidates the Tax Increment provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency.

4.6 Dispute over Receipt of Payment of Tax Increment.

In the event a dispute arises as to the person or entity entitled to receive payments under this Agreement due to a claimed assignment or claimed successor-in-interest to such payments or otherwise, the Agency may withhold the portion of the payment which is in dispute (but shall pay the undisputed portion) until the dispute is resolved either by agreement or by a court of competent jurisdiction and sufficient evidence of such resolution is provided to the Agency.

4.7 Declaration of Invalidity

In the event a court of competent jurisdiction after final adjudication (by the highest court to which the matter may be appealed) (i) declares that the Agency cannot receive Tax Increment or pay the Participant Tax Increment as provided in this Agreement, (ii) invalidates the Project Area, or (iii) takes any other action which eliminates or reduces the amount Tax Increment paid to the Agency, the Agency's obligation to pay such amounts to the Participant hereunder shall be accordingly reduced or eliminated. The Participant specifically reserves and does not waive hereunder any right it may have to challenge a ruling, decision or order by any court that would reduce or eliminate the payment of Tax Increment to the Agency. The Participant acknowledges, understands and agrees that the Agency is under no obligation to challenge a ruling, decision or order by any court that reduces or eliminates the payment of Tax Increment to the Agency; provided, the Agency will not oppose the Participant if the Participant challenges a ruling by any court. Additionally, if any court invalidates the Project Area Plan or Project Area Budget as a result of a procedural defect, the Agency shall take such actions as are necessary to correct such procedural defect and adopt the Project Area Plan and Project Area Budget. In the event any court invalidates the Tax Increment provided in support of the Project, the Participant is hereby released from any and all obligations made by the Participant to the Agency. For further clarity, the Participant at its sole and exclusive discretion may, without penalty, terminate its obligations under this Agreement if any court invalidates the Participant's right to receive Tax Increment pursuant to this Agreement.

4.8 Reduced Payment.

The Agency shall in its sole and absolute discretion have the option, by delivering written notice to the Participant, to pay to the Participant, in lieu of all Tax Increment owing to the Participant hereunder, an amount equal to the sum of (a) $10,400,000, less (b) Tax Increment previously paid to the Participant (the "**Reduced Amount**"). In order to pay the Reduced Amount, the Agency must deliver written notice to the Participant, on or before December 31 of the year that is three (3) years after the Trigger Year (the "**Outside Prepayment Date**"), which written notice shall specify that the Agency is electing to pay the Reduced Amount (the "**Prepayment Notice**"). If the Agency delivers the Prepayment Notice, the Agency shall pay to the Participant the Reduced Amount on or before the Outside Prepayment Date. Upon timely payment of the Reduced Amount, this Agreement shall terminate and the Participant shall have no additional rights to received Tax Increment under this Agreement. If the Agency fails to deliver the Prepayment Notice, or fails to make pay the Reduced Amount to the Participant, in either case, by the Outside Prepayment Date, the Agency's rights to pay the Reduced Amount shall terminate.

5 DEVELOPMENT OF THE PROJECT AREA

5.1 Development and Operation of the Project Area

If the Participant elects to develop the Project Area, the Participant agrees to develop, or cause to be developed, the Project Area as permitted by the Development Agreement.

5.2 Right of Access

Upon delivering prior written notice to the Participant, the representatives of the Agency specified in such notice shall have the right of reasonable access to the Project Area and to any and all improvements thereon for purposes of inspection, during regular weekday work hours, with reasonable prior notice and without charges or fees. All representatives of the Agency visiting the Project Area shall observe any reasonable rules adopted by the Participant for purposes of maintaining safety and security on the Project Area, including the requirement that all visitors be escorted by a manager or supervisor of the Participant at all times. The Agency agrees to and shall indemnify and hold the Participant harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of any accident, injury (including death), loss or damage whatsoever caused to any person or the property of any person which shall occur as a result of or arising from Agency representatives' entry upon or activities on the Project Area, except that this indemnity shall not apply to the negligence or willful misconduct of the Participant or its directors, officers, agents, employees or consultants.

5.3 Certificate of Completion

5.3.1 Issuance of the Certificate of Completion

Upon the written request of the Participant, the Agency shall within 30 days of such written request furnish to the Participant a Certificate of Completion upon the completion of all construction and development of the Infrastructure Improvements. The Certificate of Completion shall be conclusive determination of satisfactory completion of the construction on and development of the Project Area or a specific portion thereof in accordance with the terms of this Agreement and shall specifically so state.

5.3.2 Failure to Issue the Certificate of Completion

The Agency shall not unreasonably withhold the Certificate of Completion. If the Agency fails or refuses to furnish a Certificate of Completion for the Project Area or any part thereof as permitted by and in accordance with this Agreement, the Agency shall provide the Participant with a written statement which details the reasons for the Agency's refusal or failure to furnish the Certificate of Completion, which statement shall be delivered to the Participant within 30 days of its written request for the Certificate of Completion. The statement shall also state the action the Participant must take to obtain the requested Certificate of Completion. If the Agency fails to provide the Participant with a written statement within the 30-day period as provided above, the requested Certificate of Completion shall be treated as issued for purposes of this Agreement.

If the Agency determines that the Participant's failure to complete to the required construction and development is due to the immediate unavailability of minor specific items or materials or otherwise constitutes minor unfinished work for which a specific cost can be identified, the Agency shall issue the requested Certificate of Completion upon receipt of:

(a) evidence reasonably satisfactory to the Agency that when the specified items or materials are available, the subject construction and development shall be promptly completed, and

(b) either a cash bond in the amount of the cost of such items or materials or the cost to complete the minor unfinished work or other evidence satisfactory to the Agency that the Participant will complete and pay for the same.

If the Agency refuses to issue the Certificate of Completion due to the Participant's failure to otherwise perform its obligations under this Agreement, the Agency may issue the Certificate of Completion upon receipt from the Participant of assurances satisfactory to the Agency that the Participant will perform its obligations hereunder.

5.4 Restriction Against Parcel Splitting.

During the term of this Agreement, the Participant shall not, without the prior written approval of the Agency, (a) convey the Project Area or any portion thereof in such a way that a parcel of real property would extend outside the Project Area, or (b) construct or install, or allow to be constructed or installed, any building or structure within the Project Area in such a way that any portion of the structure would extend outside of the Project Area. The Participant understands and acknowledges that these requirements are intended to avoid the splitting of any parcels of real property within the Project Area and to avoid the joining of any parcels of real property inside of the Project Area with parcel(s) outside of the Project Area in such a way that Salt Lake County could no longer identify the periphery of the Project Area by distinct parcels. For the avoidance of doubt, the Participant may join or aggregate parcels of real property, that are entirely within the Project Area without the prior written approval of the Agency.

5.5 Deannexation

The Participant agrees that it will not cooperate with any person, group, or municipality in any effort to remove, deannex, disconnect, or disincorporate the Project Area or any portion thereof from the City during the term of this Agreement. In the event that the Project Area or a portion thereof is disconnected, deannexed, disincorporated, or otherwise removed from the municipal boundaries of the City, the Agency's obligations to make payments to the Participant for that portion of the Project Area outside of the City shall immediately cease.

6 DEFAULTS, REMEDIES AND TERMINATION

6.1 Default

If either the Agency or the Participant fails to perform or delays performance of any term or provision of this Agreement or any representation, warranty or covenant made herein proves to be false or misleading in any material respect, such conduct shall constitute a "**Default**" hereunder. The Party in Default must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 6.3 hereof.

6.2 Notice

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice of the Default (a "**Default Notice**") to the Party in Default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any Default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.3 Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the Default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of Defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such Default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, such failure to cure shall be a Default, and the non-defaulting Party, at its option, may institute an action for specific performances of the terms of this Agreement or pursue such other rights and remedies as it may have. During the period of time, if any, that a judicial determination of an alleged Default by the Participant is proceeding, the Agency may withhold payment of disputed Tax Increment to the Participant until such dispute is resolved.

6.4 Rights and Remedies/Limits on Liability

Upon the occurrence of a Default (following the expiration of the applicable cure period proved herein) the non-defaulting Party shall have only the rights set forth in Section 6.3. Notwithstanding the foregoing to the contrary, (a) in no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between the Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise, and (b) in no event shall the Agency be entitled to receive damages that exceed the amount of the Tax Increment actually received by the Participant.

6.5 Legal Actions

6.5.1 Venue

All legal actions must be instituted in the Third Judicial District Court for the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court for the District of Utah.

6.5.2 Services of Process

Service of process on the Agency shall be made by personal service upon the Chair of the Agency or in such other manner as may be provided by law.

Service of process on the Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law. The Participant's Registered Agent in the State of Utah is Cory Gust with a physical address of 126 West Sego Lily Drive, Suite 275, Sandy, Utah 84070. The Participant shall notify Agency of any change in its Registered Agent by delivering written notice to Agency.

6.5.3 Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6.5.4 Waiver of Jury Trial.

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each Party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

6.5.5 Early Termination by Participant.

The Participant may at any time elect to terminate this Agreement by providing written notice to Agency, in which event, this Agreement shall terminates as of the date of the delivery of such notice to Agency.

7 GENERAL PROVISIONS

7.1 Notices, Demands, and Communications Among the Parties

Notices, demands, and communications between the Agency and the Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or an overnight commercial delivery service to the principal offices of the Agency and the Participant, as designated in Section 1.6 hereof. Either Party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section. All such notices and other communications shall be effective upon actual receipt by the relevant Party or, if delivered by overnight courier service, upon the first business day after the date deposited with such courier service for overnight (next-day) delivery or, if mailed, upon the third business day after the date deposited into the mail or, if delivered by hand, upon delivery.

7.2 Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

7.3 Nonliability of Agency Officials and Employees

No member, director, officer, agent, employee, or consultant of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or its successors or on any obligations under the terms of this Agreement.

7.4 Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, neither Party shall be deemed to be in default hereunder when its fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions unusually severe weather, inability to secure necessary labor, materials or tools, acts or failure to act of the Agency (with respect to the Participant only) or any other public or governmental entity. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

7.5 Approvals

Whenever the consent or approval is required of any Party hereunder, such consent or approval shall not be unreasonably withheld, delayed or conditioned except as otherwise specifically provided herein, and shall be in writing.

7.6 Time of the Essence

Time shall be of the essence of this Agreement.

7.7 Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise among the Parties hereto.

7.8 No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create in either Party hereto any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any of the benefits hereunder should accrue to any third party.

7.9 Headings

Article and Section titles, headings or captions are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

7.10 Contra Profernetum

This is an arm's-length Agreement. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be strictly construed against either Party.

7.11 Further Assurances

The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

7.12 Non-waiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code Ann. §63G-7-101, et seq.

7.13 Incorporation of Recitals and Exhibits

All recitals and exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

7.14 Effect and Duration of Covenants; Term of Agreement

The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participant and Agency and any of their respective successors in interest. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Agency and the Participant and to their respective successors and assigns during the term of this Agreement. This Agreement shall run from the date hereof until the earlier of (1) the final payment made by the Agency to the Participant as provided for in Section 4.1, or (2) upon written agreement signed by the Parties hereto, provided, the Parties shall continue to have the right to seek to enforce, or commence proceeding to enforce, the obligations of the other Party that arose prior to the termination of this Agreement.

8 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

8.1 This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all Exhibits hereto, constitutes the entire understanding and agreement of the Parties with respect to the matters set forth herein. All Exhibits attached hereto are hereby incorporated herein by reference and are made a part hereof as though fully set forth herein.

8.2 When executed by both Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between or among the Parties with respect to all or any part of the Project Area and the development thereof.

8.3 All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement by the Participant and the Agency.

8.4 Each Party hereto hereby represents, warrants and covenants unto the other that this Agreement has been duly authorized by such Party and when executed and delivered will constitute the valid, legal and binding agreement and obligation of such Party enforceable against such Party in accordance with the terms hereof. Each person signing on behalf of the Agency and the Participant hereby represents, warrants and covenants that he or she has been duly authorized by the governing body or board of the Agency and the Participant, as applicable, to bind the Agency and the Participant, as applicable, to the terms and conditions hereof.

8.5 In the event any litigation ensues with respect to the rights, duties and obligations of the Parties under this Agreement, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this Agreement. The term "prevailing party," as used herein, shall include, without limitation, a Party who obtains legal counsel and (a) brings action against the other Party by reason of the other Party's Default and obtains substantially the relief sought, whether by compromise, settlement or judgment or (b) defends an action against brought by the other Party and the other Party fails to obtain substantially the relief sought, whether by compromise, settlement or judgment.

9 MORTGAGEE PROTECTIONS; ESTOPPEL

9.1 The Parties hereto agree that this Agreement shall not prevent or limit the Participant from encumbering the Project or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing ("**Mortgage**") with respect to the construction, development, use or operation of the Project and parts thereof. The Agency acknowledges that the lender(s) providing such Mortgages may require certain interpretations of this Agreement and the Agency agrees, upon request, from time to time, to meet with the Participant and representatives of such lender(s) to negotiate in good faith any such request for interpretation. The Agency will not unreasonably withhold its consent to any such requested interpretation, provided such interpretation is consistent with the intent and purposes of this Agreement.

9.2 Notwithstanding any of the provisions of this Agreement to the contrary, the holder of a Mortgage (a "**Mortgagee**") shall not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Participant or other affirmative covenants of the Participant hereunder, or to guarantee such performance.

9.3 The Mortgagee of any Mortgage or deed of trust encumbering the Project, or any part or interest thereof, that has submitted a request in writing to the Agency in the manner specified herein for giving notices shall be entitled to receive written notification from the Agency of any notice of non-compliance by the Participant in the performance of the Participant's obligations under this Agreement. If the Agency timely receives a request from a Mortgagee requesting a copy of any notice of non-compliance given to the Participant under the terms of this Agreement, the Agency shall provide a copy of that notice to the Mortgagee within ten (10) business days of sending the notice of non-compliance to the Participant. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance for a period of one hundred twenty (120) days after the Mortgagee receives such written notice.

9.4 If this Agreement is terminated as to any portion of the Project by reason of (i) any Default or (ii) as a result of a bankruptcy proceeding of the Participant, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Participant or its property, the Agency, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new Participation Agreement substantially in the form and subject to similar terms and conditions of this Agreement with the most senior Mortgagee requesting such new agreement.

9.5 At any time, and from time to time, the Participant may deliver written notice to the Agency, and the Agency may deliver written notice to the Participant, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an "**Estoppel Certificate**"). The Agency's Chief Administrative Officer shall be authorized to execute, on behalf of the Agency, any Estoppel Certificate requested by the Participant which complies with this Section 9.5 within fifteen (15) days of a written request for such Estoppel Certificate. The Agency's failure to furnish an Estoppel Certificate within fifteen (15) days after request therefor shall be conclusively presumed that: (a) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (b) that there are no Defaults on the part of Participant. The Agency acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Participant and by Mortgagees holding an interest in the Project Area or portion thereof.

10 CONFIDENTIALITY

10.1 The Parties acknowledge and agree that this Agreement shall become a public record under Utah law, and that discussion regarding this Agreement shall take place before the Agency board in open session. The Agency covenants that it will hold all information obtained by it, or any person employed by or representing the Agency, related to the Participant's business in strictest confidence and the Agency covenants not to disclose, divulge or otherwise communicate in any manner to any person or entity, other than to those parties necessary to verify compliance with this Agreement, provided that such parties are likewise under reasonable confidentiality obligations and not subject to public disclosure unless otherwise required by applicable laws.

10.2 The Participant may designate any trade secrets or confidential business information included in any report or other writing delivered to the Agency pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Participant claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors of the Participant and serve no public purpose (such information, collectively, "**Confidential Business Information**"). The Agency shall redact or delete from any records it makes available for inspection or of which it provides copies any material designated by the Participant as Confidential Business

Information. Promptly following the Agency's receipt of any request to provide copies of public records relating to this Agreement or the Project or for inspection of the same by any third party, the Agency shall give written notice and a copy of such request to the Participant. The Agency shall not allow inspection or provide copies of any such records until the Agency shall have had not less than ten (10) business days excluding the day of receipt to determine whether to contest the right of any party to inspect or receive copies of the records or to inspect such records without redaction of the Confidential Business Information. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Participant or the Agency. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Participant or at its request by the Agency to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Participant.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO THE PARTICIPATION AGREEMENT

THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a political subdivision of the State of Utah

By:____________________________
David Watts, Chair

Attest:

By:____________________________
Jackie Nostrom, Secretary

Community Development and Renewal Agency Herriman, Utah

ANTHEM CENTER, LLC,
a Utah limited liability company, by its managers

Arbor Commercial Real Estate L.L.C., a Utah limited liability company

By:____________________________
Name:
Title: Manager

Anthem Commercial, LLC, a Utah limited liability company

By:____________________________
Name:
Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

In the County of Salt Lake, State of Utah, on this 27th day of February, 2019, before me, the undersigned notary, personally appeared David Watts and Jackie Nostrom, the Chair and the Secretary, respectively, of the Community Development and Renewal Agency of Herriman City, a political subdivision of the State of Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Wendy Thorpe

Notary signature and seal

WENDY THORPE
Notary Public State of Utah
My Commission Expires on:
April 20, 2022
Comm. Number: 700074

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

In the County of Salt Lake, State of Utah, on this 2 day of April, 2019, before me, the undersigned notary, personally appeared John Gust, the Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, a manager of Anthem Center LLC, a Utah limited liability company, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

SHELLY A PETERSON
Notary Public - State of Utah
Comm. No. 690220
My Commission Expires on
Jul 28, 2020

Shelly A. Peterson

Notary signature and seal

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

In the County of Salt Lake State of Utah, on this 2 day of April, 2019, before me, the undersigned notary, personally appeared John Gust, the Manager of Anthem Commercial, LLC, a Utah limited liability company, a manager of Anthem Center LLC, a Utah limited liability company, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

SHELLY A PETERSON
Notary Public - State of Utah
Comm. No. 690220
My Commission Expires on
Jul 28, 2020

Shelly A. Peterson

Notary signature and seal

Exhibit A

Project Area Plan

Community Development and Renewal Agency of Herriman City

Herriman Anthem Town Center

Community Reinvestment Project Area Plan and Budget

May 31, 2017

ZIONS PUBLIC FINANCE, INC.

Table of Contents

HERRIMAN ANTHEM TOWN CENTER CRA PROJECT AREA PLAN

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

In accordance with the terms of this Plan, the Agency will promote and provide for a vibrant mixed-use development located along Mountain View Corridor that will encourage commercial, residential, lodging and other mixed-use transit-oriented development near the light rail planned for this area. The Project Area includes approximately 83.02 acres, of which 78.03 acres are included in parcels (other than roads) within which the Developer plans to develop 450,000 square feet of commercial space (including hotel, retail and office), 400 apartments and 302 senior living units.

Key highlights of this project include:

Housing Component That Includes Affordable and Senior Housing

- Multi-family housing component of 700 units (302 senior housing units)
- Affordable units will be a part of the development
- Senior housing at Rosegate (302 units)

Transit-Oriented and Mixed Use Development

- Connections to light rail (see map in Appendix E) in a planned, mixed-use development that is transit-oriented in its approach, thereby increasing affordability and quality of life for all residents
- Commercial component could contain up to 20 percent office space, focusing on essential services such as medical and dental offices that are especially beneficial to and compatible with senior housing development
- Retail space in the Project Area will serve to attract and accelerate office development and job creation in the Project Area
- Catalyst for additional development south of the Project Area that could become mixed-used commercial development and an employment center

Trail Connections and Open Space

- Extensive trail connections with Midas Creek, Oquirrh Range, Bonneville Shoreline Trail and the Oquirrh Mountain Trail (see map in Appendix E)
- Donation of 6-acre park in Project Area that will serve as a community gathering place
- Main Street Bridge to be constructed over Midas Creek

Tourism Component

- Planned hotel development of 110 rooms, thus bringing regional visitors to the area and capitalizing on the proximity of the world-class Real Soccer practice and training center

School District Collaboration and Support

- Support of Jordan School District through a 10-acre donation of property to the School District by the developer
- Potential collaboration with JSD School Pantry program from retail developers
- Walkable distance in Project Area to local elementary, junior high and high schools, thus reducing the need for School District busing and associated costs
- Increased sustainability and viability of school district enrollment through diverse population rather than typical ¼-acre subdivisions that eventually see declines in school enrollment before neighborhoods have a chance to recycle

Walkability and Air Quality

- Increased air quality through emphasis on transit-oriented development
- Essential trail connections are enhanced through Midas Creek development with this project
- School district walkability to elementary, junior high and high school within Project Area

This is an exciting and vibrant Project Area that capitalizes on its light rail connections and encourages transit-oriented development.

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

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

1. Recitals of Preconditions f or Designating a Community Development Project Area

a) Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Herriman City authorized the preparation of a draft community reinvestment project area plan; and

b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and

c) Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and

d) Pursuant to the provisions of §17C-5-104(3)(b) and (d) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on __________ 2017.

2. Definitions

As used in this Community Development Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

2. The term "**Agency**" shall mean the Community Development Renewal Agency of Herriman, a separate body corporate and politic.

3. The term "**Affordable Housing**" shall mean housing affordable to persons making 80 percent or less of the Area Median Income (AMI).

4. The term "**base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.

5. The term "**City**" shall mean Herriman City, Utah.

6. The term "**community**" shall mean the community of Herriman City, Utah.

7. The term "**community reinvestment**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.

8. The term "**developer**" shall mean the entities investing in the development in the area.

9. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 of the Act.

10. The term "**planning commission**" shall mean the planning commission of the City.

11. The term "**Project Area**" or "**Herriman Anthem Town Center Community Reinvestment Project Area**" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community reinvestment set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.

12. The term "**Project Area Budget**" shall mean a budget setting forth:

a. the anticipated costs, including administrative costs, of implementing the Herriman Anthem Town Center Community Reinvestment Project Area Plan; and
b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.

13. The term **"Project Area Map"** is the area depicted in Appendix A.

14. The term **"Project Area Plan"** or **"Plan"** shall mean a project area plan adopted pursuant to the Act to guide and control community reinvestment activity within the Project Area.

15. The term **"Herriman Anthem Town Center Community Reinvestment Project Area Plan"** or **"Plan"** shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community reinvestment activities within a project area.

16. The terms **"tax," "taxes," "property tax" or "property taxes"** include privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property.

17. The term **"taxing entity"** shall mean a public entity that levies a tax on property within the Project Area.

18. The term **"Tax Increment"** shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.

19. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

3. Project Area Boundaries [17C-5-105(1)(a)]

The Project Area consists of approximately 83.02 acres located along the western edge of the Mountain View Corridor and immediately south of 11800 South and includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The Project Area is bordered by Mountain View Corridor on the east, and the western border begins along Freedom Park Drive (5510 West) and runs south, cutting east to approximately 5400 West at about 12000 South. The northern border begins at about 11900 North and runs eastward, cutting south to Anthem Park Boulevard (approximately 11955 South), cuts back north to 11800 South and then down to about 11900 South eastward until Mountain View Corridor. The southern border begins at approximately 5400 West and runs east along approximately 12100 South and cuts southward to Midas Creek, which the boundary follows to Mountain View Corridor. The legal description of the parcels in the Project Area is included in Appendix B.

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be Affected by the Project Area Development [17C-5-105(1)(b)]

A. Land Uses in the Project Area

The existing land uses in the Project Area include vacant and multi-family residential. Vacant land comprises 84 percent of the total project area.[1] The table below lists the total acres by land use in the Project Area. Other uses and changes in uses for lands within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

Table 1: Land Use in Project Area

Land Use	Acres	Percent of Acres
Parcel Acres		
Vacant or Agricultural	69.92	84%
Multi-Family Residential	7.90	10%
Undevelopable	0.21	0%
Subtotal	**78.03**	**94%**
Non-Parcel Acres		
Roads	5.00	6%
Subtotal	**5.00**	**6%**
Grand Total	83.02	100%

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

Current existing land uses surrounding the Project Area include vacant land to the north and west, agricultural to the south, commercial to the north, residential to the west, and exempt to the east.

B. Layout of Principal Streets in the Project Area

There are currently nine improved streets within the Project Area. The layout of the principal streets planned for the Project Area is shown in Appendix A. Major roads adjacent to the Project Area are 11800 South to the north and Freedom Park Drive and Rushmore Park Drive to the west. The Mountain View Corridor runs northwest to southeast to the east of the Project Area.

The Mountain View Corridor serves 13 municipalities in western Salt Lake County and northwestern Utah County. The initial Mountain View Corridor has been constructed as a separated frontage road with two lanes in each direction from 5400 South to Redwood Road (at approximately 16000 South) which is 15 miles. This initial 15-mile segment includes signalized intersections where Mountain View

[1] Including road acres. Increases to 90 percent if roads are excluded.

Corridor crosses local roads and the area between the frontage roads being preserved for full freeway expansion.

C. Population Densities in the Project Area

Currently, no one lives in the Project Area. The Plan proposes 700 multi-family units, 302 units of which are senior housing. Assuming an average household size of 1.5 persons per household for the senior housing units, and 3.0 persons per household for the remaining units, there would be a population of 1,647 persons within the project area or a population density of 20 persons per acre.[2]

D. Building Intensities in the Project Area

The Project Area currently has 298,555 square feet of residential space under construction at the Rosegate development. The Plan proposes 450,000 square feet of commercial space and 700 residential units (Rosegate and Sagegate) for a total of roughly 560,000 residential square feet. The existing building square feet combined with the proposed commercial and residential square feet results in a total of 1,010,000 square feet, with an average floor area ratio (FAR) of 0.28.[3]

5. Standards That Will Guide the Project Area Development [17C-5-105(1)(c)]

A. General Design Objectives

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; (4) the City's land use code; and (5) development agreement that includes design guidelines.

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

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items are addressed in the design guidelines.

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

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any

[2] 1,647 persons / 83.02 parcel acres = 19.84 persons per acre

[3] 450,000 proposed commercial square feet + 560,000 residential square feet = 1,010,000 square feet / (83.02 acres * 43,560 square feet per acre)

other data required by the City's land use code, the applicable zoning designations, development agreement, or as requested by the City or the Agency.

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

1. Encourage and assist project area development with the creation of a well-planned, vibrant mixed-use, transit-oriented development.

2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.

3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.

4. Encourage economic use of and new construction upon the real property located within the Project Area.

5. Promote and market the Project Area for project area development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.

6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.

7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.

8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.

10. Provide public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. Specific Design Objectives and Controls

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

1. Building Design Objectives

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

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

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

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

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

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

3. Parking Design Objectives

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

It is desirable that parking areas be relatively level.

4. Project Improvement Design Objectives

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design guidelines.

- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.

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

C. Techniques to Achieve the Project Area Development Plan Objectives

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

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

D. Property Acquisition, Disposition and Development

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

1. Acquisition of Real Property

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

2. Cooperation with the Community and Public Entities

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

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

3. Property Management

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

4. Property Disposition and Development

The Agency is also authorized, by lawful means, to provide for and promote the project area development of the Project Area as described below.

While there are currently eight buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

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

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

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the City for review and approval. All project area development must conform to this Plan and all applicable federal, state, and local laws.

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

E. Approvals

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

6. How the Project Area Development Will Further Purposes of This Title [17C-5-105(d)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the encouragement, promotion, or provision of mixed-use development in the community. Further, the Project will strengthen the tax base of the community, will accomplish community development objectives and create a well-planned mixed-use development. The Project Area Plan will further the purposes of the Act by accomplishing the following items:

A. Establishment of New Business

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

B. Public Infrastructure Improvements

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

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

C. Transit-Oriented Development

The development of the Project Area will create an employment center near the light rail connection anticipated for this area. This will reduce the need for commuters to leave the City for their places of employment, thus reducing traffic, congestion and improving air quality. It will also allow employees from other parts of the Salt Lake Valley to commute to this employment center using public transit. Approximately 700 residential units are planned for the Project Area, thus capitalizing on the light-rail connection in the Project Area.

D. Provision of Essential Services

The mixed-use development will provide essential services to the 700 housing units planned for the Project Area, including senior housing. Roughly 20 percent of the commercial development could be professional office space including medical and dental services.

E. Open Space and Trail Connections

The City requires that 20 percent of development be reserved for open space. A strong tax base is necessary to maintain open space and provide the quality of life that the City offers to its residents. This project will add significantly to the tax base of the City. As part of this Project Area, strategic bridges will be constructed over Midas Creek that will connect the larger trail system to the Bonneville Shoreline Trail and the Oquirrh Mountain trail system.

This project will also make key connections with the four schools located in or near the Project Area: one elementary school, one junior high school, one high school and one charter school.

F. Senior Housing and Affordable Housing

The development will include some affordable housing, as well as senior housing units at Rosegate. There is a significant need for affordable housing in Salt Lake County, as demonstrated in the County's recently-completed Housing Master Plan.

G. Hotel and Lodging Development

The development will include a 110-room hotel, thereby capitalizing on the visitation to the world-class Real soccer practice and training facility located nearby.

7. The Plan is Consistent With and Will Conform to the Community's General Plan [17C-5-105(1)(e)]

This Plan is consistent with the City's General Plan which states, "Herriman wishes to grow into a healthy, diverse, livable community, with a unique sense of place." This development will diversify and strengthen the City by adding a mixed-use center to the community. This Project Area is specifically mentioned in the General Plan as part of one of the three main focus areas for the City: These three areas are:

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

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

Further, development of this area will provide a strong tax base that will enable the City to maintain its commitment to large areas of open space. As part of this Project Area, strategic bridges will be constructed over Midas Creek and will connect the trail system to the Bonneville Shoreline Trail and the Oquirrh Mountain trail system, as well as open up more areas of open space.

8. If Applicable, Describe How the Project Area Will Reduce or Eliminate Blight [17C-5-105(1)(f)]

Not applicable.

9. Description of Any Specific Project or Projects That are the Object of the Proposed Community Reinvestment [17C-5-105(1)(g)]

The Project Area will include the development of 450,000 sf of commercial space (including a hotel) and 700 multi-family residential units. It is anticipated that 302 units will be senior housing. Several large-scale commercial tenants are currently being considered, with additional commercial pads also located in the Project Area.

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

10. How Participants Will Be Selected [17C-5-105(1)(h)]

A. Selection of Private Developers

Initially, it is expected that Anthem Center, LLC and Castlewood Development, LLC will be selected to pursue their proposals of constructing approximately 450,000 square feet of commercial space and 700 multi-family residential units, including senior housing. The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. Identification of Developers Who are Currently Involved in the Proposed Community Reinvestment

Anthem Center, LLC is currently involved in the community development process and intends to construct significant commercial space in the Project Area. Specific development guidelines and agreement regarding the use and payment of tax increment will be set forth in a Development Agreement or other agreements between the Agency and Anthem Center, LLC. Castlewood Development, LLC is currently contemplating the development of multi-family units known as Sagegate in the Project Area.

1. Qualified Owners

It is anticipated that Anthem Center, LLC will be selected to pursue its proposal of constructing commercial space in the Project Area. It is anticipated that Castlewood Development LLC will be selected to pursue its proposal of constructing the Sagegate multi-family residential development in the Project area. Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

2. Other Parties

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. Owner Participation Agreements

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

11. Reasons for the Selection of the Community Reinvestment Project Area [17C-5-105(1)(l)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community through major developers who are willing to invest private capital into a transit-oriented development that will allow for the construction of regional commercial space, multi-family residential housing and provide for public infrastructure which will support the development contemplated herein and provide for future development in surrounding areas. Additionally, although not required as part of this Plan, it is anticipated that the project will create new jobs.

The Project Area contains a portion of the City that is desirable for mixed-use development because of: (1) its accessible location to Mountain View Corridor; (2) the opportunity to commence a public-private partnership to improve this area of the City; (3) the desire of the City to maximize the positive economic benefits associated with the proposed light rail connection to the area; and (4) the current proposal of the Anthem Center LLC to construct a large commercial center in the Project Area and Castlewood Development LLC to construct multi-family high-density residential development.

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

12. Description of the Physical, Social and Economic Conditions Existing in the Area [17C-5-105(1)(j)]

A. Physical Conditions

The Project Area consists of approximately 83.02 acres of relatively flat land as shown on the Project Area map, located along the western edge of the Mountain View Corridor and immediately south of 11800 South and includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. Approximately five acres are dedicated for roads. The majority of the Project Area is vacant, comprising nearly 70 acres, with only about 8 acres of developed land.

Table 2: Land Use in Project Area

Land Use	Acres	Percent of Acres
Parcel Acres		
Vacant or Agricultural	69.92	84%
Multi-Family Residential	7.90	10%
Undevelopable	0.21	0%
Subtotal	**78.03**	**94%**
Non-Parcel Acres		
Roads	5.00	6%
Subtotal	**5.00**	**6%**
Grand Total	**83.02**	**100%**

B. Social Conditions

There is currently one building and no residents in the Project Area.[4] No unusual social conditions were found to exist. Because of the shifting of land uses from primarily vacant land to mixed-use center, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Project Area Plan will bring consumers and visitors from all over the region to the Project Area for shopping, lodging and employment. It will also provide for multi-family residential development, including affordable housing and senior housing. This will encourage a diverse population within the Project Area. It is anticipated, therefore, that the Project Area will add to the community's economy, quality of life, and reputation.

[4] The Rosegate development has not been completed; therefore, the estimated population is zero.

C. Economic Conditions

There are no commercial developments in the Project Area. Most of the land is either tax exempt or has been held in "greenbelt" status and therefore has a fairly low taxable value of $10,248,574 based on the 2016 taxable value of the area. Because of these conditions, minimal property tax revenues are currently generated from the Project Area.

13. Financial Assistance Anticipated to be Offered to a Participant [17C-5-105(1)(k)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with the Jordan School District, Salt Lake County, Herriman City, Jordan Valley Water Conservancy District, South Valley Sewer, Central Utah Water Conservancy District, Unified Fire Service, Salt Lake Valley Law Enforcement and the Salt Lake County Library to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

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

14. Results of the Public Benefit Analysis [17C-5-105(1)(l)]

<u>Section 1 – The Benefit of Any Financial Assistance or Other Public Subsidy Proposed to be Provided by the Agency:</u>

A. An Evaluation of the Reasonableness of the Costs of the Proposed Project Area Development

Ensign Engineering has reviewed most of the costs associated with this Project Area and has found them to be reasonable. A copy of the letter from Ensign Engineering is attached as Appendix D. The costs for Main Street have been reviewed by the City and are attached as Appendix C.

B. Efforts to Maximize Private Investment

The City has made great efforts to maximize private investment in the area. The City has pursued a development pattern that will attract large, national tenants in a coordinated commercial center and who will bring a strong tax base to the City. The City has also provided for 700 units of high-density housing within the Project Area that will add to the buying power and success of the retail development. The City anticipates that this project will create an estimated 1,100 new jobs. The wages paid for these jobs will then be re-spent, by the private sector, in the local and regional economies that will bring benefits to private businesses in the area.

This project will significantly increase taxable value from the current taxable value of $10,248,574 to an anticipated $133.9 million when fully built out – an increase of $123.7 million. The Project Area is currently generating $163,503 annually in property tax revenues; it is projected to generate over 13 times that amount annually at the end of 15 years – or approximately $2,136,817 a year. This taxable value investment of $123.7 million, when compared to the public investment of $15.7 million in infrastructure, results in a ratio of 8 to 1 of private investment to public investment.

The developer will also be paying for significant improvements to public infrastructure including landscaping, signage, decorative screen walls, storm drainage, roads, earthwork, lighting, sewer and other architectural improvements. Some of these on-site costs are shown in more detail in Appendix E. In addition, the Developer will construct off-site improvements to include roads, curb and gutter, sewer, storm drain, culinary water, secondary water, irrigation piping, utility relocation, retaining walls, city lighting and hazardous waste removal. Further, the City is planning to make improvements to Main Street, as shown in Appendix D.

C. Rationale for Use of Project Area Funds

This represents a large area with a large portion of vacant land that lacks sufficient roads and utilities. The cost of providing the roads and utilities is prohibitive when considered against the level of rents that can be achieved in this part of the Salt Lake Valley. Therefore, in order to preserve this area as a unified transit-oriented, mixed-use development rather than allowing the area to be developed piecemeal over time, the Agency is proactively seeking to create a Project Area, with the use of tax increment, so that development can proceed.

D. Estimate of Total Project Area Funds and Length of Time of Project Area

Project area funds will be disbursed to the Agency for a period of 15 years and are anticipated to be approximately $24.1 million over the 15-year period, with a net present value of $17.5 million. A year-by-year analysis of funds disbursed to the Agency is provided in Appendix F.

Table 3: Total and Net Present Value of Incremental Tax Revenues to Agency for 15-Year Period

Incremental Taxes to Agency	Percent to Agency	Tax Rate	Total Years 1-15	NPV* Years 1-15
Salt Lake County	100%	0.002819	$4,870,915	$3,538,605
Jordan School District**	100%	0.006872	$11,874,044	$8,626,212
Herriman	100%	0.000361	$623,767	$453,152
South Salt Lake Valley Mosquito Abatement	0%	0.000019	$0	$0
Jordan Valley Water Conservancy	75%	0.0004	$518,366	$376,581
South Valley Sewer	75%	0.000354	$458,754	$333,274
Central Utah Water Conservancy	75%	0.000405	$524,846	$381,288
Unified Fire Service	75%	0.002	$2,591,831	$1,882,904
Salt Lake Valley Law Enforcement	40%	0.002042	$1,411,339	$1,025,304
Salt Lake County Library	100%	0.000683	$1,180,147	$643,012
TOTAL		**0.015955**	**$24,054,010**	**$17,474,670**

Incremental Taxes to Agency	Percent to Agency	Tax Rate	Total Years 1-15	NPV* Years 1-15

*Net present value discounted at a rate of four percent.
**Jordan School District will receive mitigation payments, due to the increased housing in the area, of 35 percent of the total tax increment paid to the Agency by the School District. Salt Lake County and Salt Lake County Library will receive mitigation payments of 25 percent of the total tax increment paid to the Agency by those two agencies respectively.

Section 2 – The Anticipated Public Benefit Derived from the Proposed Project Area Development

A. Beneficial Influences on the Community's Tax Base

The property tax base of the taxing entities should increase by approximately $123.7 million from the Developer's investment in real property (land and buildings) alone. In addition, the personal property tax base of the taxing entities will be increased, but will vary depending on the type of equipment located in the Project Area as well as individual depreciation schedules. This increased tax base will result in incremental taxes as follows:

Table 4: Comparison of Existing Annual Revenues and Incremental Annual Revenues After 15 Years

	Current Revenues	Incremental Revenues After 15 Years
Salt Lake County	$28,891	$377,542
Jordan School District	$70,428	$920,352
Herriman	$3,700	$48,348
South Salt Lake Valley Mosquito Abatement	$195	$2,545
Jordan Valley Water Conservancy	$4,099	$53,571
South Valley Sewer	$3,628	$47,410
Central Utah Water Conservancy	$4,151	$54,241
Unified Fire Service	$20,497	$267,856
Salt Lake Valley Law Enforcement	$20,928	$273,480
Salt Lake County Library	$7,000	$91,473
TOTAL	**$163,516**	**$2,136,817**

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

B. Associated Business and Economic Activity Stimulated by the Development

Other business and economic activity likely to be stimulated includes business, employee and construction expenditures. There are significant opportunities for increased economic development and tax generating development that can occur within the immediate sphere of influence of the

Project Area that otherwise may not occur in a timely basis or at the same level of increased development and private investment.

1. Business and Employee Expenditures

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

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Salt Lake County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. Construction Expenditures

Economic activity associated with the development will include construction activity. Construction costs for labor alone (approximately 40 percent of the total construction costs) are expected to reach nearly $40 million. This will create a significant number of construction jobs. Construction supplies are also anticipated to reach roughly nearly $40 million creating significant sales tax revenues for the State, County and City.

3. Commitment to Open Space

The City has a strong commitment to open space, as evidenced by the City's requirement that 20 percent of development be reserved for open space. As part of this project, key bridges will be constructed over Midas Creek, thereby connecting trail networks and opening up more areas for open space.

C. Adoption of the Plan is Necessary and Appropriate to Undertake the Project Area Plan

Adoption of the Plan is necessary and appropriate to undertake the Project Area Plan because: 1) The Plan conforms with and furthers the City's General Plan; 2) private investment will increase the tax base by approximately $123.7 million which will provide increased tax revenues to all taxing entities; and 3) the Project Area Plan provides for key connections with schools and trails, including strategic bridges on trails.

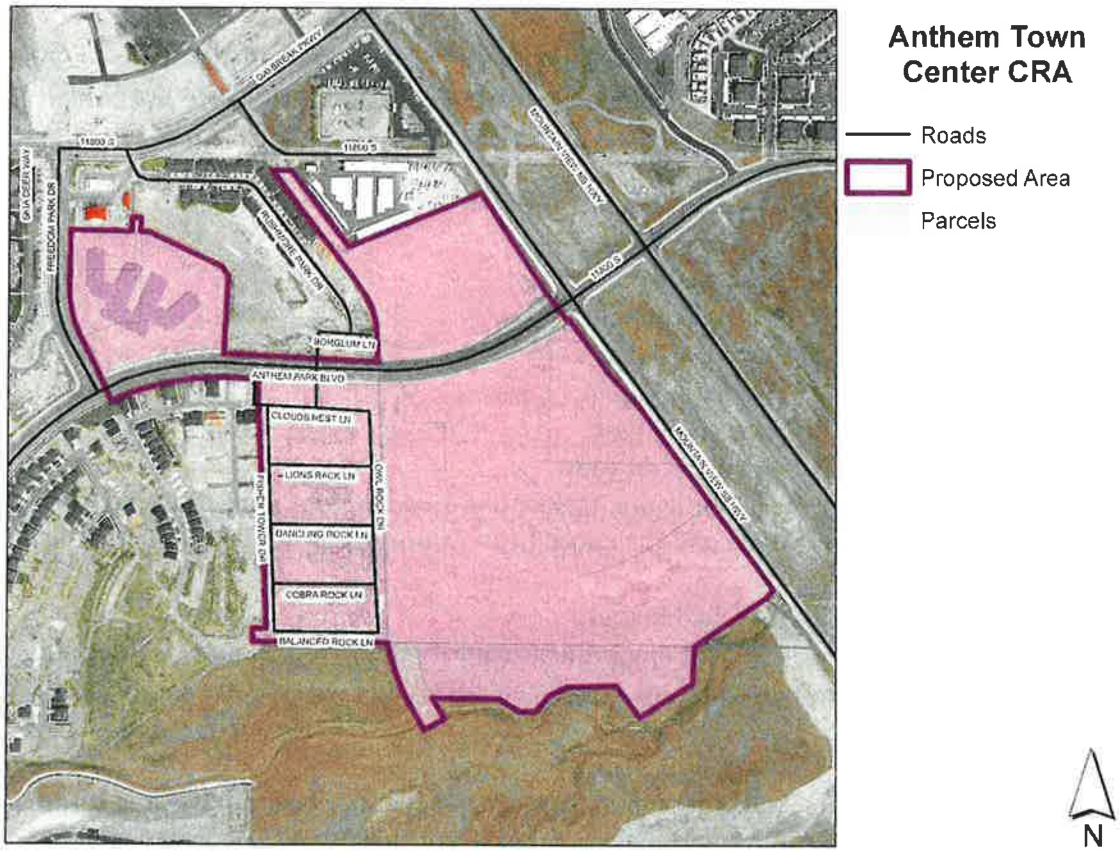
15. If Applicable, State that the Agency Shall Comply with Section 9-8-404 [17C-5-105(1)(m)]

Not applicable.

16. State Whether the Plan is Subject to a Taxing Entity Committee or an Interlocal Agreement [17C-5-105(1)(n)]

This Plan is subject to Interlocal Agreements.

APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS



APPENDIX B: LEGAL DESCRIPTION AND PARCEL LIST

ANTHEM CDA BOUNDARY

Beginning at a point being South 89°53'31" East 559.81 feet along the section line and South 348.00 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°36'30" East 269.39 feet;
thence North 00°06'29" East 59.82 feet;
thence South 89°36'29" East 40.07 feet;
thence South 00°23'31" West 60.00 feet;
thence South 89°36'29" East 33.76 feet;
thence South 65°38'23" East 356.41 feet;
thence South 34°11'38" East 48.90 feet;
thence South 02°23'31" West 337.11 feet;

thence Southeasterly 49.95 feet along the arc of a 1,243.50 foot radius curve to the right (center bears South 00°05'26" West and the chord bears South 88°45'32" East 49.94 feet with a central angle of 02°18'05");

thence South 87°36'30" East 589.63 feet;

thence Southeasterly 34.16 feet along the arc of a 1,136.50 foot radius curve to the left (center bears North 02°23'30" East and the chord bears South 88°28'10" East 34.16 feet with a central angle of 01°43'20");

thence North 02°45'37" West 125.51 feet;

thence Northwesterly 216.88 feet along the arc of a 350.00 foot radius curve to the left (center bears South 87°14'23" West and the chord bears North 20°30'43" West 213.43 feet with a central angle of 35°30'12");

thence North 38°15'49" West 635.44 feet;
thence North 89°08'03" East 83.08 feet;
thence South 38°15'49" East 417.94 feet;
thence North 67°17'30" East 626.93 feet;
thence South 33°17'55" East 411.22 feet;
thence South 37°06'35" East 255.09 feet;
thence North 52°53'34" East 10.01 feet;
thence South 37°06'46" East 294.00 feet;
thence South 42°28'36" East 213.94 feet;
thence South 37°06'46" East 970.17 feet;
thence South 40°06'05" West 46.00 feet;
thence South 55°38'15" West 378.21 feet;

thence South 02°26'14" West 162.83 feet;
thence South 57°11'45" West 272.75 feet;
thence North 37°00'39" West 170.27 feet;
thence South 87°19'05" West 211.21 feet;
thence South 64°57'03" West 83.47 feet;
thence South 40°50'15" West 93.23 feet;
thence South 88°59'01" West 69.79 feet;
thence North 59°17'37" West 105.64 feet;
thence South 89°52'44" West 338.00 feet;

thence Southeasterly 85.16 feet along the arc of a 650.00 foot radius curve to the left (center bears North 56°33'14" East and the chord bears South 37°11'59" East 85.10 feet with a central angle of 07°30'24");

thence South 40°57'03" East 54.59 feet;
thence South 50°03'56" West 72.98 feet;

thence Northwesterly 442.08 feet along the arc of a 923.33 foot radius curve to the right (center bears North 50°04'06" East and the chord bears North 26°12'55" West 437.87 feet with a central angle of 27°25'57");

thence South 89°56'43" West 583.17 feet;
thence North 02°45'50" West 56.06 feet;
thence North 89°56'43" East 60.07 feet;
thence North 02°45'50" West 956.15 feet;
thence North 07°53'03" West 24.38 feet;
thence North 00°54'10" East 99.66 feet;
thence North 87°36'30" West 106.19 feet;

thence Southwesterly 545.82 feet along the arc of a 1,139.00 foot radius curve to the left (center bears South 02°22'51" West and the chord bears South 78°39'09" West 540.61 feet with a central angle of 27°27'23");

thence North 27°44'34" West 312.64 feet;

thence Northwesterly 224.44 feet along the arc of a 457.00 foot radius curve to the right (center bears North 62°15'26" East and the chord bears North 13°40'23" West 222.20 feet with a central angle of 28°08'22");

thence North 00°24'18" East 246.05 feet to the point of beginning.

Contains 3,617,436 Square Feet or 83.045 Acres

Parcel Number	Legal Description	Acres	Taxable Value
26251010250000	BEG S 89^53'31" E 631.18 FT & S 805.99 FT FR NW COR SEC 25, T3S, R2W, SLM; N 68^08'39" E 122.54 FT; NE'LY 64.11 FT ALG A163.60 FT RADIUS CURVE TO R (CHD N 79^22'10" E 63.70 FT); S 89^24'18" E 61.67 FT; N 0^35'42" E 399.14 FT; S 89^36'29" E 29.43 FT; S 65^38'23" E 356.41 FT; S 34^11'38" E 48.90 FT; S2^23'31" W 337.11 FT; SW'LY 373.59 FT ALG A 1243.50 FT RADIUS CURVE TO L (CHD S 81^29'01" W 372.19 FT); S 72^52'36"W 120.17 FT; N 70^52'40" W 55.64 FT; N 27^44'34" W 159.25 FTTO BEG. LESS STREET (BEING PART OF LOT 1, ROSEGATE AT ANTHEMSUB). 9777-7613,7904,8033 9886-7013,7021 10096-3093 10194-8978 10229-0140	4.77	$8,354,500
26251760170000	BEG S 89^53'31" E 1918.21 FT & S 985.88 FT FR NW COR SEC 25,T3S, R2W, SLM; NE'LY 106.04 FT ALG 1223.50 FT RADIUS CURVE TO L (CHD N 87^56'32" E 106.01 FT); S 02^45'37" E 184.84 FT;N 88^19'01" E 169.84 FT; S 02^42'10" E 235.63 FT; N 87^14'23" E 285.92 FT; NE'LY 23.90 FT ALG 31.00 FT RADIUS CURVE TO L (CHD N 65^09'22" E 23.31 FT); N 43^04'21" E 30.48FT; S 46^55'39" E 133.99 FT; SE'LY 397.77 FT ALG 516.00 FT RADIUS CURVE TO R (CHD S 24^50'38" E 387.99 FT); S 02^45'37"E 26.74 FT; NE'LY 432.02 FT ALG 1082.51 FT RADIUS CURVE TO L(CHD N 64^19'13" E 429.16 FT); N 52^53'14" E 230.94 FT; S 37^06'46" E 464.36 FT; S 40^06'05" W 46.00 FT; S 55^38'15" W378.21 FT; S 89^56'43" W 1340.24 FT; N 02^45'37" W 1131.91 FT TO BEG. 22.85 AC. 8502-8439 8550-6625,6628 9667-0749 9777-7613,7904,8033 9886-7013 9913-4972 10096-3086 10244-4476,8842 10272-9584	22.85	$1,210
26254000630000	BEG W 1320 FT & N 858 FT FR SE COR SEC 25, T3S, R2W, SLM; N 2070 FT M OR L; NW'LY 235.66 FT ALG 6060 FT RADIUS CURVE TO L (CHD N 36^05'48" W 235.65 FT); N 37^12'38" W 55.27 FT; W 1866.81 M OR L; S 89^56'43' W 529.87 FT; S 89^56'43" W 180.28 FT; S 637.67 FT M OR L; N 83^18'17" E 135 FT M OR L; NE'LY ALG ARC OF 150 FT RADIUS CURVE TO L (CHD N 57^06'16" E132.45 FT); N 30^54'16" E 46.64 FT; NE'LY ALG ARC OF 80 FT RADIUS CURVE TO R (CHD N 48^44'21" E 49 FT); N 66^34'27" E 87.64 FT; NE'LY 86.66 FT ALG ARC OF 180 FT RADIUS CURVE TO R(CHD N 80^22'00" E 85.83 FT); S 85^50'28" E 195.62 FT; NE'LY187.24 FT ALG ARC OF 281.93 FT RADIUS CURVE	7.20*	$381

Parcel Number	Legal Description	Acres	Taxable Value
	TO L (CHD N 75^07'57" E 183.82 FT); N 56^06'22" E 45.30 FT; SE'LY 121.80FT ALG ARC OF 1006 FT RADIUS CURVE TO L (CHD S 37^21'45" E 121.73 FT); S 40^49'52" E 449.55 FT; S 35^59'09" W 56.08 FT;S 57^41'57" W 110.02 FT; N 85^27'31" W 36.08 FT; N 00^49'13"E 28.20 FT; NW'LY 23.67 FT ALG ARC OF 132 FT RADIUS CURVE TOL (CHD N 04^19'01" W 23.64 FT); S 54^27'14" W 148.54 FT; S 44^31'08" W 20.85 FT; S 70^45'56" W 156.69 FT; S 80^34'10" W57.35 FT; S 73^18'21" W 55.86 FT; S 56^19'26" W 76.31 FT; S 00^49'19" E 30.06 FT; S 11^23'23" W 47.35 FT; S 89^10'41" W 89.99 FT; S 00^49'19" E 38.12 FT; SE'LY 8.96 FT ALG ARC OF 17 FT RADIUS CURVE TO L (CHD S 15^55'15" E 8.86 FT); SW'LY 132.70 FT ALG ARC OF 50 FT RADIUS CURVE TO R (CHD S 45^00'48" W 97.04 FT); NW'LY 9.46 FT ALG ARC OF 17 FT RADIUSCURVE TO L (CHD N 74^53'16" W 9.33 FT); S 89^10'41" W 79.55 FT' S 00^49'19" E 88.24 FT; S 77^43'53" W 59.89 FT; S 61^44'12" W 95.25 FT; S 14^29'55" W 26.50 FT; SE'LY 79.75 M OR L ALG ARC OF 300 FT RADIUS CURVE TO R; SE'LY 238.98 FT ALG ARC OF 455 FT RADIUS CURVE TO L (CHD S 75^18'53" E 236.24 FT); N 89^38'19" E 9.94 FT; N 00^21'23" W 105.52 FT; N 89^38'37" E 181.50 FT; N 00^21'41" W 324.34 FT; N 74^00'17" E 79.52 FT; N 79^57'05" E 30 FT; SE'LY 23.48 FT ALG ARC OF 200 FT RADIUS CURVE TO R (CHD S 06^41'06" E 23.47FT); N 89^31'52" E 30.03 FT; S 70^09'59" E 25.92 FT; N 68^02'47" E 52.74 FT; N 63^34'56" E 66.26 FT; N 61^07'29" E 113.34 FT; N 81^14'55" E 122.34 FT; N 50^54'50" E 143.47 FT;S 40^49'52" E 1175.014 FT; SE'LY 93.02 FT ALG ARC OF 1447 FTRADIUS CURVE TO R (CHD S 38^59'22" E 93.01 FT); N 89^53'04" W TO NE COR PARCEL J TERRAMEER PUD PHASE 1-D; S 4^51'55" E 581.77 FT; N 85^07'56" E 416.86 FT M OR L; N 83^45' E 150.26FT; N 83^45' E 249.84 FT; N 83^45' E 217.80 FT; N 83^45' E 248.89 FT TO BEG. 87.66 AC M OR L. 10052-9355 10345-290 10353-7346		
26252010010000	BEG S 89^53'31" E 2024.15 FT & S 981.87 FT FR NW COR SEC 25,T3S, R2W, SLM; NE'LY 299.06 FT ALG 1223.50 FT RADIUS CURVE TO L (CHD N 78^27'25" E 298.32 FT); N 71^30'08" E 151.75 FT;NE'LY 338.94 FT ALG 1600.00 FT RADIUS CURVE TO L (CHD N 62^16'30" E 338.31 FT); S 37^06'46" E 273.67 FT; S	16.15	$850

Parcel Number	Legal Description	Acres	Taxable Value
	42^28'37"E 213.94 FT; S 37^06'46" E 505.81 FT; S 52^53'14" W 230.94 FT; SW'LY 432.02 FT ALG 1082.51 FT RADIUS CURVE TO R (CHD S 64^19'13" W 429.16 FT); N 02^45'37" W 26.74 FT; NW'LY 397.77FT ALG 516.00 FT RADIUS CURVE TO L (CHD N 24^50'38" W 387.99FT); N 46^55'39" W 133.99 FT; S 43^04'21" W 30.48 FT; SW'LY 23.90 FT ALG 31.00 FT RADIUS CURVE TO R (CHD S 65^09'22" W 23.31 FT); S 87^14'23" W 285.92 FT; N 02^42'10" W 235.63 FT;S 88^19'01" W 169.84 FT; N 02^45'37" W 184.84 FT TO BEG. 16.17 AC. 8502-8439 8550-6625,6628,6633 9667-0749 9777-7613,7904,8033 9886-7013 9913-4972 10096-3086 10244-4476,8842 10272-9584 10392-5898		
26251760130000	BEG S 89^53'31" E 1392.26 FT & S 983.14 FT FR NW COR SEC 25,T3S, R2W, SLM; S 87^36'30" E 483.66 FT; SE'LY 43.57 FT ALG A1241 FT RADIUS CURVE TO L (CHD S 88^36'51" E 43.56 FT); S 2^45'37" E 1114.38 FT; S 89^56'43" W 529.87 FT; N 2^45'50" W1012.21 FT; N 7^	13.67	$1,353,300
26251260030000	BEG S 89^53'31" E 1405.49 FT & S 0^06'29" W 33 FT & SE'LY 30.67 FT ALG A 960 FT RADIUS CURVE TO R (CHD S 39^01'44" E 30.67 FT); & S 38^15'49" E 23.91 FT FR NW COR SEC 25, T3S, R2W, SLM; S 38^15'49" E 635.53 FT M OR L; SE'LY 216.88 FT ALG A 350 FT RADIUS CURVE TO R (CHD S 20^30'43" E 213.43 FT); S 2^45'37" E 125.51 FT; NE'LY 412.73 FT ALG A 1136.50 FT RADIUS CURVE TO L (CHD N 80^16'30" E 410.44 FT); NE'LY 411.21 FT ALG A 1500 FT RADIUS CURVE TO L (CHD N 54^16'23" E409.92 FT); N 36^49'35" W 109.59 FT M OR L; N 33^00'44" W 411.11 FT; S 67^17'30" W 626.91 FT M OR L; N 38^15'49" W 417.94 FT;S 89^34'17" W 83.79 FT M OR L TO BEG. 9.97 AC. 10306-7019	9.96	$520
26251010230000	BEG S 89^53'31" E 559.81 FT & S 348 FT FR NW COR SEC 25, T3S, R2W, SLM; S 89^36'30" E 269.39 FT; N 0^03'24" W 59.82 FT; S 89^36'29" E 40.07 FT; S 0^23'31" W 2.60 FT; N 89^52'37" W 23.08 FT; S 0^23'30" W 226.53 FT; N 89^56'56" W 286.13 FT; N 0^23'30" E 170.90 FT TO BEG (BEING PART OF LOT 1, ROSEGATE AT ANTHEM SUB). 9667-0749 8550-6625,6628 8502-8439 9886-7019 9958-8775 10195-3205 10214-1080 10229-0136	1.14	$200,585

Parcel Number	Legal Description	Acres	Taxable Value
26251010240000	BEG S 89^53'31" E 846.32 FT & S 292.07 FT FR NW COR SEC 25, T3S, R2W, SLM; S 89^52'37" E 23.08 FT; S 0^23'31" W 57.40 FT; S 89^36'29" E 4.33 FT; S 0^35'42" W 399.14 FT; N 89^24'18" W 61.67 FT; W'LY 64.11 FT ALG A 163.60 FT RADIUS CURVE TO L (CHD S 79^22'11" W 63.70 FT); S 68^08'39" W 122.54 FT; S 27^44'34" E 159.25 FT; S 70^52'40" E 55.64 FT; S 72^52'36" W 33.83 FT; N 70^52'40" W 36.26 FT; N 27^44'34" W 173.36 FT; N'LY 224.44 FT ALG A 457 FT RADIUS CURVE TO R (CHD N 13^40'23" W 222.20 FT); N 0^23'48" E 75.16 FT; S 89^56'56" E 286.18 FT; N 0^23'30" E 226.53 FT TO BEG. LESS STREET (BEING PART OF LOT 1, ROSEGATE AT ANTHEM SUB). 9777-7613,7904,8033 9886-7013,7021 10096-3093 10195-3207 1021-1086-1089 10229-0138	1.99	$336,435
26251760050000	BEG S 89^53'31" E 1439.20 FT & S 967.50 FT FR NW COR SEC 25,T3S, R2W, SLM; N 87^36'30" W 46.70 FT M OR L; S 0^54'10" W 17.51 FT; S 87^36'30" E 50.47 FT; N 2^23'30" E 17.51 FT TO BEG. 0.02 AC.10244-8842 10245-6002,6468 10262-2100 10275-6110	0.02	$100
26251760090000	BEG S 89^53'31" E 1552.99 FT & S 972.03 FT FR NW COR SEC 25,T3S, R2W, SLM; S 2^23'30" W 17.50 FT; N 87^36'30" W 113.89 FT M OR L; N 2^23'30" W 17.51 FT M OR L; S 87^36'30" E 113.89 FT M OR L TO BEG. 0.05 AC. 9913-4972 10096-3086 10244-4476,8842 10275-611	0.05	$100
26251760100000	BEG S 89^53'31" E 1552.99 FT & S 972.03 FT FR NW COR SEC 25,T3S, R2W, SLM; S 87^36'30" E 200 FT; S 2^23'30" W 17.50 FT; N 87^36'30" W 200 FT; N 2^23'30" E 17.50 FT TO BEG. 0.08 AC.9913-4972 10096-3086 10244-4476,8842 10275-6110	0.08	$200
26251760160000	BEG S 89^53'31" E 983.71 FT & S 1774.79 FT & S 85^21'16" E 124.76 FT & NE'LY 38.45 FT ALG A 400 FT RADIUS CURVE TO L (CHD N 1^53'30" E 38.44 FT) & N 89^08'17" E 96 FT & SW'LY 33.54 FT ALG A 496 FT RADIUS CURVE TO R & S 22^19'41" E 91.22 FT M OR L & N 89^56'43" E 191.13 FT & S 2^45'50" E 190.21 & S 02^45'50" E 10.01 FT FT FR NW COR SEC 25, T3S, R2W, SLM; S 2^45'50" E 56.06 FT M OR L; S 89^56'43" W 180.28FT M OR L; N 44^56'31" E 2.47 FT; SE'LY 23.64 FT ALG A 375 FT RADIUS CURVE TO L (CHD S 88^14'56" E 23.63 FT); N 89^56'43" E 94.80 FT; N 2^45'50" W 55.06 FT; N 89^56'43" E 60.07 FT M OR L	0.08*	$193

Parcel Number	Legal Description	Acres	Taxable Value
	TO BEG. 0.08 AC. 9913-4972 10096-3086 10244-4476,8842 10275-6110 10278-8956		
26251760110000	BEG S 89^53'31" E 1552.99 FT & S 972.03 FT & S 87^36'30" E 200 FT FR NW COR SEC 25, T3S, R2W, SLM; S 87^36'30" E 123.52FT M OR L; SE'LY 41.99 FT ALG A 1223.50 FT RADIUS CURVE TO L(CHD S 88^35'30" E 41.99 FT); S 2^45'37" E 17.50 FT M OR L; N 87^36'30" W 2	0.07	$200

**Parcel is split across the proposed Project Area boundary; therefore, the taxable value is distributed proportionately based on the number of acres inside the proposed Project Area.*

APPENDIX C: EVALUATION OF MAIN STREET COSTS

HERRIMAN CITY

March 24, 2017

Herriman City
Heather Upshaw
13011 S Pioneer St.
Herriman, UT 84096

RE: Herriman Main Street Connector Segment 1 & Segment 3 Cost Estimate

This letter is intended to outline and validate the estimated cost for the Herriman Main Street Connector Segment 1 & Segment 3 roadway projects (see Exhibit 1). Segment 1 has been awarded to a contractor and pricing is based on the contractor's bid (see Exhibit 2). Cost for Segment 3 is based on an engineer's estimate (See Exhibit 3).

In summary, the total estimated cost for Segment 1 and Segment 3 is approximately $4 million ($3.3 Million for Segment 1 and $0.7 Million for Segment 3).

It is my opinion that the attached estimates accurately represents the estimated cost for the roadway and associated utilities for the Herriman Main Street Connector Segment 1 & Segment 3.

If you have any questions, please feel free to call.

Sincerely,
HERRIMAN CITY

Jonathan Bowers, PE
Assistant City Engineer

13011 S. Pioneer Street • Herriman, Utah 84096
(801) 446-5323 office • (801) 446-5324 fax • herriman.org

Exhibit 2 - Segment 1 Bid Tab

Jones & DeMille Engineering

Owner: Herriman City
Project: Main Street Connector - Segment 1
Date: 12/15/2016
PM: Ted Mickelsen

				NO. 2	
			CONTRACTOR:	KILGORE CONTRACTING	
	ITEM	QUANT	UNIT	UNIT PRICE	COST
Schedule I - Main Street					
1	Mobilization	1	L.S.	$ 110,500.00	$ 110,500.00
2	Traffic Control	1	L.S.	$ 8,700.00	$ 8,700.00
3	Temporary Controls	1	L.S.	$ 8,500.00	$ 8,500.00
4	Remove Concrete Sidewalk	50	S.Y.	$ 14.00	$ 700.00
5	Remove Concrete Curb & Gutter	190	L.F.	$ 7.00	$ 1,330.00
6	4 Inch Conduit	6,375	L.F.	$ 3.50	$ 22,312.50
7	6 Inch Conduit	3,190	L.F.	$ 8.00	$ 25,520.00
8	Roadway Lighting	1	L.S.	$ 103,000.00	$ 103,000.00
9	Granular Borrow (Plan Quantity)	3,319	C.Y.	$ 11.50	$ 38,168.50
10	Clearing & Grubbing (Plan Quantity)	5	Acre	$ 425.00	$ 2,125.00
11	Roadway Excavation (Plan Quantity)	19,600	C.Y.	$ 4.50	$ 88,200.00
12	Untreated Base Course	6,450	Ton	$ 12.35	$ 79,657.50
13	Hot Mix Asphalt, 1/2 Inch or 3/4 Inch Max.	7,000	Ton	$ 50.75	$ 355,250.00
14	Concrete Curb & Gutter, Type A	3,100	L.F.	$ 16.00	$ 49,600.00
15	Concrete Curb, Type R (Raised Island)	350	L.F.	$ 19.00	$ 6,650.00
16	Concrete Sidewalk	1,650	S.Y.	$ 36.40	$ 60,060.00
17	Plowable End Section	2	Each	$ 1,550.00	$ 3,100.00
18	Corner Pedestrian Access Ramp	6	Each	$ 2,500.00	$ 15,000.00
19	Pavement Marking Paint	50	Gallon	$ 27.50	$ 1,375.00
20	Pavement Message Paint	11	Each	$ 34.00	$ 374.00
21	Pavement Marking Paint (Stop Line, Crosswalk - 12 Inch)	990	L.F.	$ 1.10	$ 1,089.00
22	Precast Noise Wall, 8 Foot	495	L.F.	$ 91.00	$ 45,045.00
23	Cast-in-Place Retaining Wall w/ Stamped Face, 6 Foot	1,130	L.F.	$ 238.00	$ 268,940.00
24	Underground Irrigation System	1	L.S.	$ 61,000.00	$ 61,000.00
25	Landscaping	1	L.S.	$ 42,000.00	$ 42,000.00
26	12 Inch Culinary Water Line	1,500	L.F.	$ 38.50	$ 57,750.00
27	10 Inch Culinary Water Line	200	L.F.	$ 34.50	$ 6,900.00
28	8 Inch Culinary Water Line	30	L.F.	$ 27.50	$ 825.00
29	8 Inch Secondary Water Line	1,830	L.F.	$ 28.50	$ 52,155.00
30	8 Inch Gate Valve	5	Each	$ 1,240.00	$ 6,200.00
31	10 Inch Gate Valve	4	Each	$ 1,800.00	$ 7,200.00
32	12 Inch Gate Valve	3	Each	$ 2,340.00	$ 7,020.00
33	Fire Hydrant	1	Each	$ 4,700.00	$ 4,700.00
34	4 Foot Sewer Manhole	2	Each	$ 2,800.00	$ 5,600.00
35	5 Foot Sewer Manhole	3	Each	$ 3,350.00	$ 10,050.00
36	6 Inch PVC Sewer Pipe	2	L.F.	$ 49.25	$ 98.50
37	8 Inch PVC Sewer Pipe	930	L.F.	$ 123.00	$ 114,390.00
38	Catch Basin	3	Each	$ 1,920.00	$ 5,760.00
39	Combination Catch Basin & Cleanout Box	10	Each	$ 3,700.00	$ 37,000.00
40	Double Combination Catch Basin & Cleanout Box	1	Each	$ 5,500.00	$ 5,500.00
41	18 Inch Class III Reinforced Concrete Pipe	1,500	L.F.	$ 43.25	$ 64,875.00
42	18 Inch Culvert End Section	2	Each	$ 425.00	$ 850.00
43	Retention Pond	1	L.S.	$ 35,000.00	$ 35,000.00
44	Construction Surveying	1	L.S.	$ 13,100.00	$ 13,100.00
45	Stamped Concrete Sidewalk	260	S.Y.	$ 52.00	$ 13,520.00
46	8 Inch PVC Gas Line Casing	400	L.F.	$ 15.20	$ 6,080.00
47	Speed Limit Sign	2	Each	$ 220.00	$ 440.00
48	Warning Sign	3	Each	$ 208.00	$ 624.00
49	Jersey Barrier	80	L.F.	$ 60.25	$ 4,820.00
50	1-1/4 inch Conduit	6,375	L.F.	$ 2.20	$ 14,025.00
	Subtotal - Schedule I				**$ 1,872,679.00**
Schedule II - Midas Creek					
1	Mobilization	1	L.S.	$ 117,000.00	$ 117,000.00
2	Traffic Control	1	L.S.	$ 2,750.00	$ 2,750.00
3	Temporary Controls	1	L.S.	$ 2,150.00	$ 2,150.00
4	Driven Piles	970	L.F.	$ 121.75	$ 118,097.50
5	Bridge Structure	1	L.S.	$ 758,000.00	$ 758,000.00
6	Concrete Retaining Wall	1	L.S.	$ 157,000.00	$ 157,000.00
7	Hand Railing	400	L.F.	$ 167.00	$ 66,800.00
8	Compacted Native Soils	80	C.Y.	$ 18.80	$ 1,504.00
9	Geotextiles - Drainage	16,550	S.F.	$ 0.25	$ 4,137.50
10	Clearing & Grubbing (Plan Quantity)	1	Acre	$ 425.00	$ 425.00
11	Roadway Excavation (Plan Quantity)	4,100	C.Y.	$ 4.25	$ 17,425.00
12	Surface Ditch	50	L.F.	$ 14.25	$ 712.50
13	Riprap, D50=8 Inches	700	C.Y.	$ 60.50	$ 42,350.00
14	Untreated Base Course	160	Ton	$ 19.20	$ 3,072.00
15	Hot Mix Asphalt - Bike/Ped Path 1/2 Inch Max.	85	Ton	$ 113.50	$ 9,647.50
16	Concrete Sidewalk	600	S.Y.	$ 37.00	$ 22,200.00
17	2 Inch Air Vac	4	Each	$ 6,385.00	$ 25,540.00
18	12 Inch Culinary Water Line	280	L.F.	$ 40.00	$ 11,200.00
19	8 Inch Secondary Water Line	250	L.F.	$ 28.50	$ 7,125.00
20	4 Inch Conduit	500	L.F.	$ 3.40	$ 1,700.00
21	6 Inch Conduit	250	L.F.	$ 8.10	$ 2,025.00
22	Construction Surveying	1	L.S.	$ 9,100.00	$ 9,100.00
23	1-1/4 inch Conduit	500	L.F.	$ 2.20	$ 1,100.00
24	6 inch Metal Conduit	150	L.F.	$ 40.25	$ 6,037.50
25	4 inch Metal Conduit	300	L.F.	$ 19.00	$ 5,700.00
26	1-1/4 inch Metal Conduit	300	L.F.	$ 5.70	$ 1,710.00
	Subtotal - Schedule II				**$ 1,394,508.50**
			TOTAL COST		**$ 3,267,187.50**

Exhibit 3 - Segment 3 Cost Estimate

Opinion of Probable Construction Cost
for
Herriman City
Main Street Connector Segment 3

Bid #	Item	Quantity	Unit	Unit Cost	Item Cost
1	**Mobilization**				
	a. Approximately 5% of Construction Cost	1	LS	$118,000	$50,000
					$50,000
2	**Traffic Control**				
	a. Cost for Traffic Control on Anthem Blvd	1	LS	LS	$9,000
					$9,000
3	**Temporary Controls**				
	a. Temporary Controls Including Erosion Control, BMPs, & SWPPP Management	1	LS	LS	$20,000
					$20,000
4	**Construction Staking**				
	a. Assumed to work with Contractor	1	LS	$15,000	$15,000
					$15,000
5	**Clearing and Grubbing**				
	a. Clearing and Grubbing down 12 Inches	2	AC	$2,830	$5,660
					$5,660
6	**Roadway Construction**				
	a. Roadway Ex - Assume 36 Inch Depth for Entire Roadway for bad soils (37' Wide Including C&G)	4,400	CY	$7.31	$32,180
	b. Granular Borrow (8 Inches thick over 32 feet width for 1,060 length of roadway)	900	CY	$21	$18,532
	c. Untreated Base Course Material (8 inch thick over 32 feet wide and 1,060 length of roadway)	1,800	TON	$14	$25,904
	d. 3/4 Inch HMA (8 inch thick over 32 feet wide and 1,060 length of roadway)	1,890	TON	$55	$104,732
	e. Type A Curb and Gutter	2,120	LF	$16	$34,787
	f. Corner Pedestrian Access Ramp	2	EA	$2,264	$4,528
	g. Traffic Striping	1	LS	$3,000	$3,000
					$223,663
7	**Utilities**				
	a. 8 Inch PVC C900 Waterline	1,060	LF	$70	$74,200
	b. Fire Hydrant	3	EA	$6,042	$18,125
	c. 8 Inch Secondary Water	1,060	LF	$70	$74,200
	b. 18 Inch Storm Drain Pipe	1,060	LF	$60	$63,600
	c. Storm Drain Combo Box	4	EA	$4,400	$17,600
	d. Storm Drain Inlet Box	4	EA	$2,182	$8,727
	e. 6 ft Storm Drain Mahole at Connection	1	EA	$5,500	$5,500
	d. RMP Conduits	2,600	LF	$12	$32,346
	e. Plumbing	1	LS	$0	$0
					$294,299
		Subtotal			*$617,622*
		Contingency		15%	*$92,643.27*
		GRAND TOTAL			***$710,265***

APPENDIX D: PRIVATE DEVELOPER INFRASTRUCTURE COSTS

Developer agrees at its expense to construct all the Site Improvements as shown or described on the Site Plan. The Site Improvements shall include all buildings and structures shown on the Site Plan and the infrastructure needed for the Improvements such as sewer, water, telephone, electricity, natural gas, roads, parking, curbs, gutters, sidewalks and landscaping as may be necessary or required to construct the Improvements.

In addition, Developer shall construct and provide the following:

TABLE 4: ESTIMATED INFRASTRUCTURE COSTS

Description	Estimated Amount
Landscaping	$2,156,220
Public Street Improvements	$1,377,451
Public Storm Drainage & Detention	$1,945,200
Mass Earthwork	$2,549,438
Public Water Improvements	$237,779
Public Sewer Improvements	$166,692
Retention & Decorative Screen Walls	$781,920
Architectural Improvements & Geopiers	$1,560,000
Public Street Lighting Improvements	$345,600
Public, Directional, & Monument Signage	$540,000
TOTAL	$11,660,300

ENSIGN
THE STANDARD IN ENGINEERING

Aerial Technologies
Civil Engineering
Structural Design
Land Surveying
Water Design
Building

December 9, 2016

Herriman City
Heather Upshaw
13011 South Pioneer Street
Herriman, UT 84096

RE: Anthem Commercial Cost Estimate

We represent the project developers, Anthem Center LLC as the Civil Engineers on the Anthem Commercial Project located in Herriman, Utah. Although the project is still in the preliminary design phase, we have reviewed the cost estimate, which is attached, and feel that it accurately represents the estimated costs for the site, roadway and utility improvements.

Please feel free to contact me with any questions or concerns.

Sincerely,

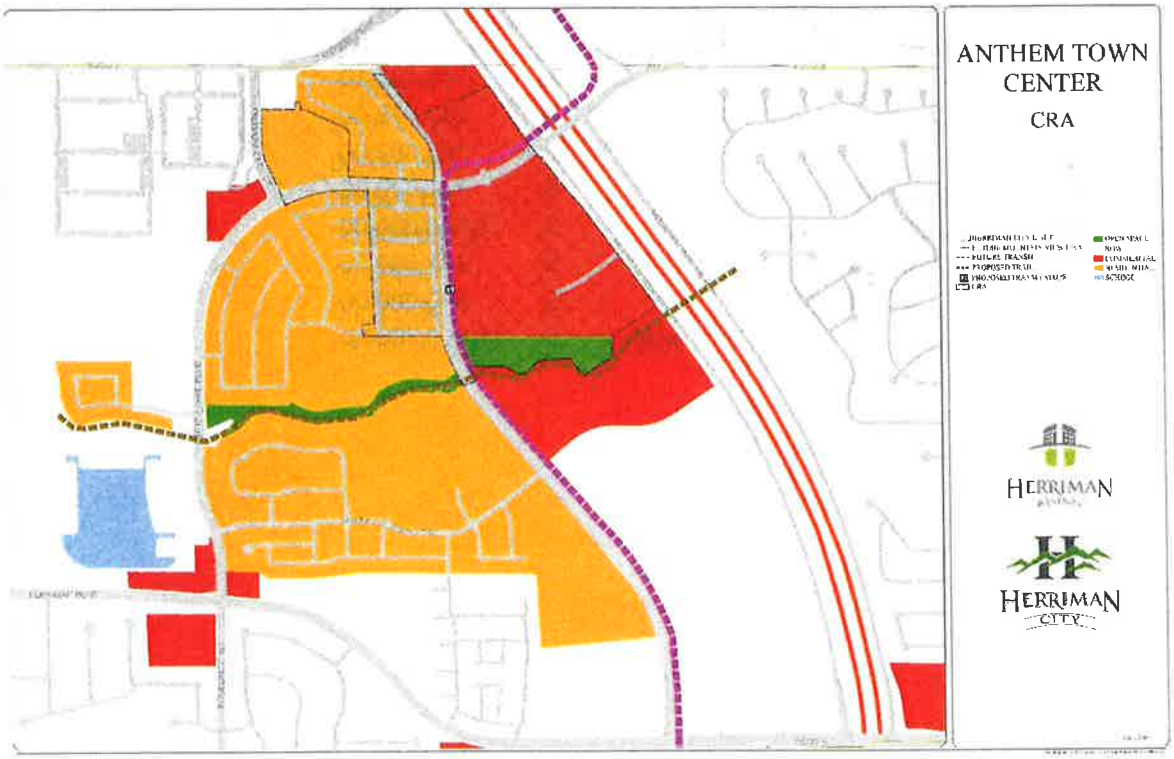
Brady Morris

Brady Morris, P.E.
Ensign Engineering

Ensign Enginnering Estimate of Probable Costs
Anthem Center LLC

Landscaping	$	2,156,220.00
Public Street Improvements	$	1,377,451.20
Public Storm Drainage & Dentention	$	1,945,200.00
Mass Earthwork	$	2,549,438.10
Public Water Improvements	$	237,779.00
Public Sewer Improvements	$	166,692.00
Retention & Decorative Screen Walls	$	781,920.00
Architectural Improvements & geopiers	$	1,560,000.00
Public Street Lighting Improvements	$	345,600.00
Public, Directional, & Monument Signage	$	540,000.00
Total	$	11,660,300.30

APPENDIX E: TRAIL AND TRANSIT MAP



APPENDIX F: PROJECT AREA BUDGET

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives tax increment.

1(A). THE BASE TAXABLE VALUE [17C-5-303(1)(A)]

The base taxable value is the year 2016 value of $10,248,574.

1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA [17C-5-303(1)(B)]

The projected amount of tax increment to be generated within the Project Area over 15 years is $27,568,448.

TABLE 5: INCREMENTAL PROPERTY TAX REVENUES FOR 15 YEARS

Incremental Tax Revenues - 100%	15 Years	NPV*
Salt Lake County	$4,870,915	$3,538,605
Jordan School District	$11,874,044	$8,626,212
Herriman	$623,767	$453,152
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850
Jordan Valley Water Conservancy District	$691,155	$502,108
South Valley Sewer	$611,672	$444,365
Central Utah Water Conservancy	$699,795	$508,384
Unified Fire Service	$3,455,775	$2,510,539
Salt Lake Valley Law Enforcement	$3,528,347	$2,563,260
Salt Lake County Library	$1,180,147	$857,349
TOTAL	$27,568,448	$20,027,826

*Net present value uses a discount rate of four percent.

1(C). PROJECT AREA FUNDS COLLECTION PERIOD [17C-5-303(1)(C)]

The collection period is 15 years.

1(D). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES [17C-5-303(1)(D)]

Table 6 shows the incremental tax revenues to each of the taxing entities. Note that 100 percent of the increment for the Jordan School District will flow to the Agency, and then the Agency will make a mitigation payment to the JSD of 35 percent of the property tax revenues received from the JSD. Also, 100 percent of the increment for Salt Lake County and Salt Lake County Library will flow to the Agency, and then the Agency will make mitigation payments to those two entities respectively of 25 percent of the property tax revenues received from Salt Lake County and Salt Lake County Library.

TABLE 6: INCREMENTAL PROPERTY TAX REVENUES FOR 15 YEARS TO TAXING ENTITIES

Taxing Entities	Total 15 Years	Net Present Value
Salt Lake County	$1,217,729	$884,651
Jordan School District	$0	$0
Herriman	$0	$0
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850
Jordan Valley Water Conservancy	$172,789	$125,527
South Valley Sewer	$152,918	$111,091
Central Utah Water Conservancy	$174,949	$127,096
Unified Fire Service	$863,944	$627,635
Salt Lake Valley Law Enforcement	$2,117,008	$1,537,956
Salt Lake County Library	$295,037	$214,337
TOTAL	**$5,027,203**	**$3,652,144**

The estimated amount of the mitigation payments to Jordan School District, Salt Lake County and Salt Lake County Library, over 15 years, are as follows:

TABLE 7: INCREMENTAL PROPERTY TAX REVENUES (MITIGATION PAYMENTS) FOR 15 YEARS TO JSD, SALT LAKE COUNTY AND SALT LAKE COUNTY LIBRARY

Summary of Mitigation Payments	Total - 15 Years
Jordan School District	$4,155,915
Salt Lake County	$1,217,729
Salt Lake County Library	$295,037

1(E). IF THE AREA FROM WHICH TAX INCREMENT IS COLLECTED IS LESS THAN THE ENTIRE PROJECT AREA [17C-5-303(1)(E)]

Not applicable.

1(F). THE PERCENTAGE OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE [17C-5-303(1)(F)]

The Agency is authorized to receive 75 percent of the tax increment for a period of 15 years from Jordan Valley Water Conservancy District, South Valley Sewer, Central Utah Water Conservancy District and Unified Fire Service. The Agency is further authorized to receive 100 percent of tax increment from Herriman City, the Jordan School District (assuming 35 percent mitigation payments back to JSD based on JSD's incremental property tax revenues to the Agency), 100 percent from Salt Lake County and Salt Lake County Library (assuming 25 percent mitigation payments back to Salt Lake County and Salt Lake County Library), and to receive 40 percent from Salt Lake Valley Law Enforcement.

Table 8: Percent of Tax Increment to Agency

Taxing Entity	Percentage to Agency
Salt Lake County	100%
Jordan School District	100%
Herriman	100%
South Salt Lake Valley Mosquito Abatement	0%
Jordan Valley Water Conservancy District	75%
South Valley Sewer	75%
Central Utah Water Conservancy	75%
Unified Fire Service	75%
Salt Lake Valley Law Enforcement	40%
Salt Lake County Library	100%

1(G). The Maximum Cumulative Dollar Amount of Tax Increment the Agency is Authorized to Receive from the Project Area [17C-5-303(1)(G)]

The maximum dollar amount the Agency is authorized to receive is $24.1 million. Note that out of this amount, the Agency will have administrative expense, housing payments, and mitigation payments back to the Jordan School District, Salt Lake County and Salt Lake County Library, leaving approximately $15.0 million for the infrastructure projects.

2. If the Agency Receives Sales and Use Tax Revenue [17C-5-303(2)(A) and (B)]

Not applicable.

3. Amount of Project Area Funds the Agency Will Use to Implement the Project Area [17C-5-303(3)]

The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to line item amounts shown in the table below. All Agency funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on 2.9 percent of Agency tax increment receipts annually. In addition, ten percent of Agency receipts have been set aside for housing projects. The remaining funds are allocated primarily for infrastructure improvements as follows:

TABLE 8: ESTIMATED PROJECT COSTS -- ESTIMATES PROVIDED BY ENSIGN ENGINEERING AND HERRIMAN CITY

Improvements	Approximate Amount
Landscaping	$2,156,220
Public Street Improvements	$5,377,451
Public Storm Drainage & Detention	$1,945,200
Mass Earthwork	$2,549,438
Public Water Improvements	$237,779
Public Sewer Improvements	$166,692
Retention & Decorative Screen Walls	$781,920
Architectural Improvements & Geopiers	$1,560,000
Public Street Lighting Improvements	$345,600
Public, Directional, & Monument Signage	$540,000
TOTAL	**$15,660,300**

4. The Agency's Combined Incremental Value [17C-5-303(4)]

The total incremental value in the Project Area is estimated at $123,679,177 at buildout. Currently, without the inclusion of the Anthem Town Center Project Area, the Agency's combined incremental value includes the Herriman Towne Center CDA and Business Center CDA. The Business Center CDA has not yet triggered and therefore has no incremental value. The 2015 incremental value of the Herriman Towne Center is estimated at $110,385,669.

5. The Amount of Project Area Funds That Will Be Used to Cover the Cost of Administering the Project Area [17C-5-303(5)]

The Agency is requesting that 2.9 percent of revenues received be set aside for administrative purposes. The projected total amount of administrative cost over the 15-year timeframe is $697,566.

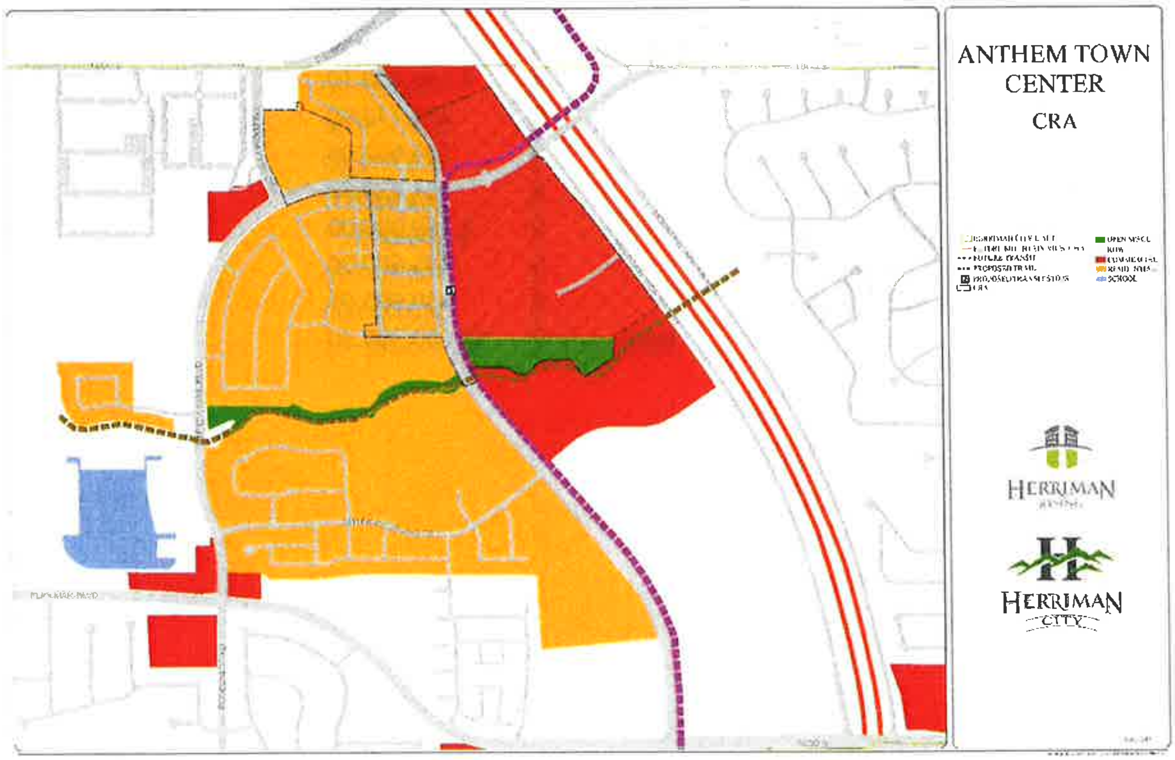
6. For Property That the Agency Owns and Expects to Sell, the Expected Total Cost of the Property to the Agency and the Expected Sale Price [17C-5-303(6)]

Not applicable.

Ensign Enginnering Estimate of Probable Costs
Anthem Center LLC

Landscaping		$	2,156,220.00
Public Street Improvements		$	1,377,451.20
Public Storm Drainage & Dentention		$	1,945,200.00
Mass Earthwork		$	2,549,438.10
Public Water Improvements		$	237,779.00
Public Sewer Improvements		$	166,692.00
Retention & Decorative Screen Walls		$	781,920.00
Architectural Improvements & geopiers		$	1,560,000.00
Public Street Lighting Improvements		$	345,600.00
Public, Directional, & Monument Signage		$	540,000.00
	Total	$	11,660,300.30

APPENDIX E: TRAIL AND TRANSIT MAP



APPENDIX F: PROJECT AREA BUDGET

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1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA [17C-5-303(1)(B)]

The projected amount of tax increment to be generated within the Project Area over 15 years is $27,568,448.

TABLE 5: INCREMENTAL PROPERTY TAX REVENUES FOR 15 YEARS

Incremental Tax Revenues - 100%	15 Years	NPV*
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Jordan School District	$11,874,044	$8,626,212
Herriman	$623,767	$453,152
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850
Jordan Valley Water Conservancy District	$691,155	$502,108
South Valley Sewer	$611,672	$444,365
Central Utah Water Conservancy	$699,795	$508,384
Unified Fire Service	$3,455,775	$2,510,539
Salt Lake Valley Law Enforcement	$3,528,347	$2,563,260
Salt Lake County Library	$1,180,147	$857,349
TOTAL	**$27,568,448**	**$20,027,826**

*Net present value uses a discount rate of four percent.

1(C). PROJECT AREA FUNDS COLLECTION PERIOD [17C-5-303(1)(C)]

The collection period is 15 years.

1(D). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES [17C-5-303(1)(D)]

Table 6 shows the incremental tax revenues to each of the taxing entities. Note that 100 percent of the increment for the Jordan School District will flow to the Agency, and then the Agency will make a mitigation payment to the JSD of 35 percent of the property tax revenues received from the JSD. Also, 100 percent of the increment for Salt Lake County and Salt Lake County Library will flow to the Agency, and then the Agency will make mitigation payments to those two entities respectively of 25 percent of the property tax revenues received from Salt Lake County and Salt Lake County Library.

Table 6: Incremental Property Tax Revenues for 15 Years to Taxing Entities

Taxing Entities	Total 15 Years	Net Present Value
Salt Lake County	$1,217,729	$884,651
Jordan School District	$0	$0
Herriman	$0	$0
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850
Jordan Valley Water Conservancy	$172,789	$125,527
South Valley Sewer	$152,918	$111,091
Central Utah Water Conservancy	$174,949	$127,096
Unified Fire Service	$863,944	$627,635
Salt Lake Valley Law Enforcement	$2,117,008	$1,537,956
Salt Lake County Library	$295,037	$214,337
TOTAL	**$5,027,203**	**$3,652,144**

The estimated amount of the mitigation payments to Jordan School District, Salt Lake County and Salt Lake County Library, over 15 years, are as follows:

Table 7: Incremental Property Tax Revenues (Mitigation Payments) for 15 Years to JSD, Salt Lake County and Salt Lake County Library

Summary of Mitigation Payments	Total - 15 Years
Jordan School District	$4,155,915
Salt Lake County	$1,217,729
Salt Lake County Library	$295,037

1(E). If the Area From Which Tax Increment is Collected is Less Than the Entire Project Area [17C-5-303(1)(E)]

Not applicable.

1(F). The Percentage of Tax Increment the Agency is Authorized to Receive [17C-5-303(1)(F)]

The Agency is authorized to receive 75 percent of the tax increment for a period of 15 years from Jordan Valley Water Conservancy District, South Valley Sewer, Central Utah Water Conservancy District and Unified Fire Service. The Agency is further authorized to receive 100 percent of tax increment from Herriman City, the Jordan School District (assuming 35 percent mitigation payments back to JSD based on JSD's incremental property tax revenues to the Agency), 100 percent from Salt Lake County and Salt Lake County Library (assuming 25 percent mitigation payments back to Salt Lake County and Salt Lake County Library), and to receive 40 percent from Salt Lake Valley Law Enforcement.

Table 8: Percent of Tax Increment to Agency

Taxing Entity	Percentage to Agency
Salt Lake County	100%
Jordan School District	100%
Herriman	100%
South Salt Lake Valley Mosquito Abatement	0%
Jordan Valley Water Conservancy District	75%
South Valley Sewer	75%
Central Utah Water Conservancy	75%
Unified Fire Service	75%
Salt Lake Valley Law Enforcement	40%
Salt Lake County Library	100%

1(G). The Maximum Cumulative Dollar Amount of Tax Increment the Agency is Authorized to Receive from the Project Area [17C-5-303(1)(G)]

The maximum dollar amount the Agency is authorized to receive is $24.1 million. Note that out of this amount, the Agency will have administrative expense, housing payments, and mitigation payments back to the Jordan School District, Salt Lake County and Salt Lake County Library, leaving approximately $15.0 million for the infrastructure projects.

2. If the Agency Receives Sales and Use Tax Revenue [17C-5-303(2)(A) and (B)]

Not applicable.

3. Amount of Project Area Funds the Agency Will Use to Implement the Project Area [17C-5-303(3)]

The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to line item amounts shown in the table below. All Agency funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on 2.9 percent of Agency tax increment receipts annually. In addition, ten percent of Agency receipts have been set aside for housing projects. The remaining funds are allocated primarily for infrastructure improvements as follows:

TABLE 8: ESTIMATED PROJECT COSTS – ESTIMATES PROVIDED BY ENSIGN ENGINEERING AND HERRIMAN CITY

Improvements	Approximate Amount
Landscaping	$2,156,220
Public Street Improvements	$5,377,451
Public Storm Drainage & Detention	$1,945,200
Mass Earthwork	$2,549,438
Public Water Improvements	$237,779
Public Sewer Improvements	$166,692
Retention & Decorative Screen Walls	$781,920
Architectural Improvements & Geopiers	$1,560,000
Public Street Lighting Improvements	$345,600
Public, Directional, & Monument Signage	$540,000
TOTAL	**$15,660,300**

4. THE AGENCY'S COMBINED INCREMENTAL VALUE [17C-5-303(4)]

The total incremental value in the Project Area is estimated at $123,679,177 at buildout. Currently, without the inclusion of the Anthem Town Center Project Area, the Agency's combined incremental value includes the Herriman Towne Center CDA and Business Center CDA. The Business Center CDA has not yet triggered and therefore has no incremental value. The 2015 incremental value of the Herriman Towne Center is estimated at $110,385,669.

5. THE AMOUNT OF PROJECT AREA FUNDS THAT WILL BE USED TO COVER THE COST OF ADMINISTERING THE PROJECT AREA [17C-5-303(5)]

The Agency is requesting that 2.9 percent of revenues received be set aside for administrative purposes. The projected total amount of administrative cost over the 15-year timeframe is $697,566.

6. For Property That the Agency Owns and Expects to Sell, the Expected Total Cost of the Property to the Agency and the Expected Sale Price [17C-5-303(6)]

Not applicable.

HERRIMAN ANTHEM TOWN CENTER COMMUNITY REINVESTMENT AREA

	Total	NPV	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Valuation																	
Base year value			$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574
Taxable value			$45,872,751	$114,722,751	$123,072,751	$127,247,751	$131,422,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751
Incremental value			$35,624,177	$104,474,177	$112,824,177	$116,999,177	$121,174,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177
Base Year Tax Revenues																	
Salt Lake County	$433,361	$321,218	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891
Jordan School District	$1,056,423	$783,048	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428
Herriman	$55,496	$41,135	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700
South Salt Lake Valley Mosquito Abatement	$2,921	$2,165	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195
Jordan Valley Water Conservancy District	$61,491	$45,579	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099
South Valley Sewer	$54,420	$40,337	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628
Central Utah Water Conservancy	$62,260	$46,149	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151
Unified Fire Service	$307,457	$227,895	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497
Salt Lake Valley Law Enforcement	$313,914	$232,681	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928
Salt Lake County Library	$104,997	$77,826	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000
TOTAL	$2,452,740	$1,818,034	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516	$163,516
Incremental Tax Revenues - 100%																	
Salt Lake County	$4,870,915	$3,538,605	$100,425	$294,513	$318,051	$329,821	$341,590	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652
Jordan School District	$11,874,044	$8,626,212	$244,809	$717,947	$775,328	$804,018	$832,709	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923
Herriman	$623,767	$453,152	$12,860	$37,715	$40,730	$42,237	$43,744	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850	$677	$1,985	$2,144	$2,223	$2,302	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350
Jordan Valley Water Conservancy District	$691,155	$502,108	$14,250	$41,790	$45,130	$46,800	$48,470	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472
South Valley Sewer	$611,672	$444,365	$12,611	$36,984	$39,940	$41,418	$42,896	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782
Central Utah Water Conservancy	$699,795	$508,384	$14,428	$42,312	$45,694	$47,385	$49,076	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090
Unified Fire Service	$3,455,775	$2,510,539	$71,248	$208,948	$225,648	$233,998	$242,348	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358
Salt Lake Valley Law Enforcement	$3,528,347	$2,563,260	$72,745	$213,336	$230,387	$238,912	$247,438	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553
Salt Lake County Library	$1,180,147	$857,349	$24,331	$71,356	$77,059	$79,910	$82,762	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473
TOTAL	$27,568,448	$20,027,826	$568,384	$1,666,885	$1,800,110	$1,866,722	$1,933,334	$1,973,301	$1,973,301	$1,973,301	$1,973,301	$1,973,301	$1,973,301	$1,973,301	$1,973,301	$1,973,301	$1,973,301
% to Agency																	
Salt Lake County			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Jordan School District			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Herriman			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
South Salt Lake Valley Mosquito Abatement			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Jordan Valley Water Conservancy District			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
South Valley Sewer			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Central Utah Water Conservancy			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Unified Fire Service			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Salt Lake Valley Law Enforcement			40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
Salt Lake County Library			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Incremental Tax Revenues to Taxing Entities																	
Salt Lake County	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Jordan School District	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Herriman	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850	$677	$1,985	$2,144	$2,223	$2,302	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350
Jordan Valley Water Conservancy District	$172,789	$125,527	$3,562	$10,447	$11,282	$11,700	$12,117	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368
South Valley Sewer	$152,918	$111,091	$3,153	$9,246	$9,985	$10,354	$10,724	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946
Central Utah Water Conservancy	$174,949	$127,096	$3,607	$10,578	$11,423	$11,846	$12,269	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523
Unified Fire Service	$863,944	$627,635	$17,812	$52,237	$56,412	$58,500	$60,587	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840
Salt Lake Valley Law Enforcement	$2,117,008	$1,537,956	$43,647	$128,002	$138,232	$143,347	$148,463	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532
Salt Lake County Library	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	$3,514,437	$2,553,156	$72,458	$212,495	$229,479	$237,970	$246,462	$251,557	$251,557	$251,557	$251,557	$251,557	$251,557	$251,557	$251,557	$251,557	$251,557
AGENCY BUDGET																	
Revenues																	
Salt Lake County	$4,870,915	$3,538,605	$100,425	$294,513	$318,051	$329,821	$341,590	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652
Jordan School District	$11,874,044	$8,626,212	$244,809	$717,947	$775,328	$804,018	$832,709	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923
Herriman	$623,767	$453,152	$12,860	$37,715	$40,730	$42,237	$43,744	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648
South Salt Lake Valley Mosquito Abatement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Jordan Valley Water Conservancy District	$518,366	$376,581	$10,687	$31,342	$33,847	$35,100	$36,352	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104
South Valley Sewer	$458,754	$333,274	$9,458	$27,738	$29,955	$31,063	$32,172	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837
Central Utah Water Conservancy	$524,846	$381,288	$10,821	$31,734	$34,270	$35,539	$36,807	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568
Unified Fire Service	$2,591,831	$1,882,904	$53,436	$156,711	$169,236	$175,499	$181,761	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519
Salt Lake Valley Law Enforcement	$1,411,339	$1,025,304	$29,098	$85,335	$92,155	$95,565	$98,975	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021
Salt Lake County Library	$1,180,147	$857,349	$24,331	$71,356	$77,059	$79,910	$82,762	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473
TOTAL	$24,054,010	$17,474,670	$495,926	$1,454,390	$1,570,631	$1,628,751	$1,686,872	$1,721,744	$1,721,744	$1,721,744	$1,721,744	$1,721,744	$1,721,744	$1,721,744	$1,721,744	$1,721,744	$1,721,744
Expenses																	
Administrative Percent			2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%
Administrative - Agency	($697,566)	($506,765)	($14,382)	($42,177)	($45,548)	($47,234)	($48,919)	($49,931)	($49,931)	($49,931)	($49,931)	($49,931)	($49,931)	($49,931)	($49,931)	($49,931)	($49,931)
Administrative - County	($243,546)	($176,930)	($5,021)	($14,726)	($15,903)	($16,491)	($17,080)	($17,433)	($17,433)	($17,433)	($17,433)	($17,433)	($17,433)	($17,433)	($17,433)	($17,433)	($17,433)
Mitigation Payment to JSD	($4,155,915)	($3,019,174)	($85,683)	($251,281)	($271,365)	($281,406)	($291,448)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)
Mitigation Payment to SLCO	($1,512,766)	($1,098,989)	($31,189)	($91,467)	($98,778)	($102,433)	($106,088)	($108,281)	($108,281)	($108,281)	($108,281)	($108,281)	($108,281)	($108,281)	($108,281)	($108,281)	($108,281)
Housing	($2,405,401)	($1,747,467)	($49,593)	($145,439)	($157,063)	($162,875)	($168,687)	($172,174)	($172,174)	($172,174)	($172,174)	($172,174)	($172,174)	($172,174)	($172,174)	($172,174)	($172,174)
Remaining Increment for Projects	$15,038,816	$10,925,345	$310,058	$909,300	$981,975	$1,018,312	$1,054,650	$1,076,452	$1,076,452	$1,076,452	$1,076,452	$1,076,452	$1,076,452	$1,076,452	$1,076,452	$1,076,452	$1,076,452

Infrastructure Costs for Anthem Center LLC
Estimates Provided by Ensign Engineering

Landscaping	$2,156,220
Public Street Improvements	$5,377,451
Public Storm Drainage & Detention	$1,945,200
Mass Earthwork	$2,549,438
Public Water Improvements	$237,779
Public Sewer Improvements	$166,692
Retention & Decorative Screen Walls	$781,920
Architectural Improvements & Geopiers	$1,560,000
Public Street Lighting Improvements	$345,600
Public, Directional, & Monument Signage	$540,000
TOTAL	$15,660,300

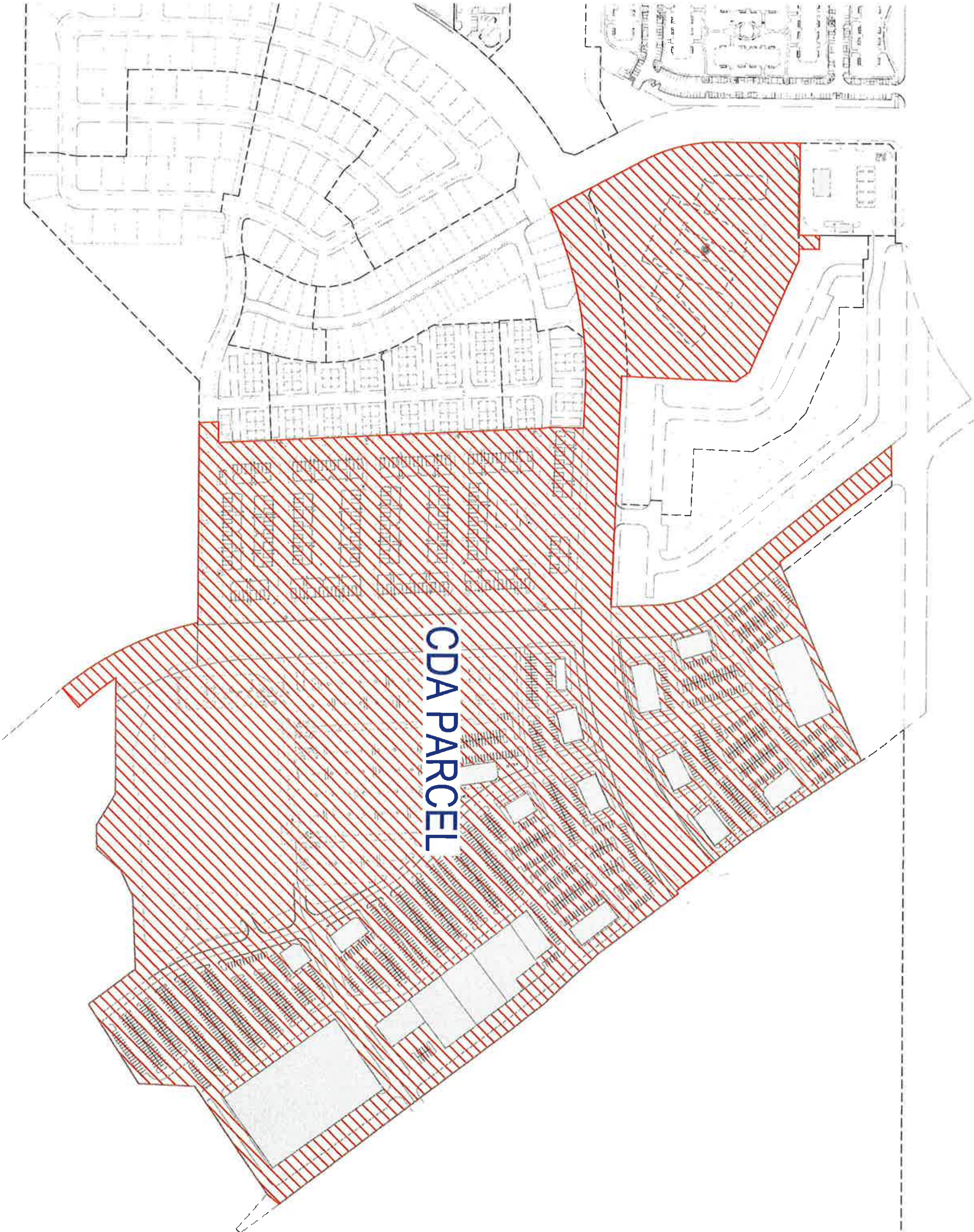
CDA PARCEL

Exhibit B

Herriman City Ordinance No.__

·V ·

12710080
02/05/2018 11:31 AM $0.00
Book - 10644 Pg - 4048-4051
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN
5355 W HERRIMAN MAIN ST
HERRIMAN UT 84096
BY: CRA, DEPUTY - MA 4 P.

HERRIMAN, UTAH
ORDINANCE NO. 2017-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, ADOPTING THE COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE HERRIMAN ANTHEM TOWN CENTER COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the Redevelopment Agency of the Herriman City (the "**Agency**"), having prepared a Project Area Plan (the "**Plan**") for the Herriman Anthem Town Center Community Reinvestment Project Area pursuant to Utah Code Annotated ("**UCA**") § 17C-5, and having held the required public hearing on the Plan pursuant to UCA § 17C-5-104, has adopted on this same date the Plan as the Official Community Reinvestment Project Area Plan for the Herriman Anthem Town Center Community Reinvestment Project Area; and

WHEREAS, Section 17C-5-109 of the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the "**Act**") mandates that, before a community reinvestment project area plan approved by an agency under UCA § 17C-5 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency; and

WHEREAS, the Act also requires that certain notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

NOW, THEREFORE, BE IT ORDAINED as follows:

1. The City Council of the City of Herriman hereby adopts and designates the Herriman Anthem Town Center Community Reinvestment Project Area Plan dated August 9, 2017, as approved by the Agency on this same date, as the *Official Community Reinvestment Project Area Plan for the Herriman Anthem Town Center Community Reinvestment Project Area* (the "**Official Plan**").

2. The boundaries of the Herriman Anthem Town Center Community Reinvestment Project Area are as follows:

See Attached Legal Description

3. City and Agency Staff are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective under UCA § 17C-5-110.

4. Pursuant to the Act, the Agency may proceed to carry out the Official Plan as soon as it becomes effective.

5. This ordinance takes effect immediately upon publication and recording.

PASSED and **APPROVED** by the Council this 9th day of August 2017.

HERRIMAN

Mayor Carmen Freeman

ATTEST:

Jackie Nostrom, MMC
City Recorder

Corporate Seal
Incorporated
HERRIMAN
CITY
State of Utah

ANTHEM CDA BOUNDARY

Beginning at a point being South 89°53'31" East 559.81 feet along the section line and South 348.00 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°36'30" East 269.39 feet;
thence North 00°06'29" East 59.82 feet;
thence South 89°36'29" East 40.07 feet;
thence South 00°23'31" West 60.00 feet;
thence South 89°36'29" East 33.76 feet;
thence South 65°38'23" East 356.41 feet;
thence South 34°11'38" East 48.90 feet;
thence South 02°23'31" West 337.11 feet;
thence Southeasterly 49.95 feet along the arc of a 1,243.50 foot radius curve to the right (center bears South 00°05'26" West and the chord bears South 88°45'32" East 49.94 feet with a central angle of 02°18'05");
thence South 87°36'30" East 589.63 feet;
thence Southeasterly 34.16 feet along the arc of a 1,136.50 foot radius curve to the left (center bears North 02°23'30" East and the chord bears South 88°28'10" East 34.16 feet with a central angle of 01°43'20");
thence North 02°45'37" West 125.51 feet;
thence Northwesterly 216.88 feet along the arc of a 350.00 foot radius curve to the left (center bears South 87°14'23" West and the chord bears North 20°30'43" West 213.43 feet with a central angle of 35°30'12");
thence North 38°15'49" West 635.44 feet;
thence North 89°08'03" East 83.08 feet;
thence South 38°15'49" East 417.94 feet;
thence North 67°17'30" East 626.93 feet;
thence South 33°17'55" East 411.22 feet;
thence South 37°06'35" East 255.09 feet;
thence North 52°53'34" East 10.01 feet;
thence South 37°06'46" East 294.00 feet;
thence South 42°28'36" East 213.94 feet;
thence South 37°06'46" East 970.17 feet;
thence South 40°06'05" West 46.00 feet;
thence South 55°38'15" West 378.21 feet;
thence South 02°26'14" West 162.83 feet;
thence South 57°11'45" West 272.75 feet;
thence North 37°00'39" West 170.27 feet;
thence South 87°19'05" West 211.21 feet;
thence South 64°57'03" West 83.47 feet;
thence South 40°50'15" West 93.23 feet;
thence South 88°59'01" West 69.79 feet;
thence North 59°17'37" West 105.64 feet;
thence South 89°52'44" West 338.00 feet;

thence Southeasterly 85.16 feet along the arc of a 650.00 foot radius curve to the left (center bears North 56°33'14" East and the chord bears South 37°11'59" East 85.10 feet with a central angle of 07°30'24");

thence South 40°57'03" East 54.59 feet;

thence South 50°03'56" West 72.98 feet;

thence Northwesterly 442.08 feet along the arc of a 923.33 foot radius curve to the right (center bears North 50°04'06" East and the chord bears North 26°12'55" West 437.87 feet with a central angle of 27°25'57");

thence South 89°56'43" West 583.17 feet;

thence North 02°45'50" West 56.06 feet;

thence North 89°56'43" East 60.07 feet;

thence North 02°45'50" West 956.15 feet;

thence North 07°53'03" West 24.38 feet;

thence North 00°54'10" East 99.66 feet;

thence North 87°36'30" West 106.19 feet;

thence Southwesterly 545.82 feet along the arc of a 1,139.00 foot radius curve to the left (center bears South 02°22'51" West and the chord bears South 78°39'09" West 540.61 feet with a central angle of 27°27'23");

thence North 27°44'34" West 312.64 feet;

thence Northwesterly 224.44 feet along the arc of a 457.00 foot radius curve to the right (center bears North 62°15'26" East and the chord bears North 13°40'23" West 222.20 feet with a central angle of 28°08'22");

thence North 00°24'18" East 246.05 feet to the point of beginning.

Contains 3,617,436 Square Feet or 83.045 Acres

Herriman City

ORDINANCE NUMBER: **2017-39**

SHORT TITLE: AN ORDINANCE ADOPTING THE COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE HERRIMAN ANTHEM TOWN CENTER COMMUNITY REINVESTMENT PROJECT AREA.

PASSAGE BY THE CITY COUNCIL OF HERRIMAN CITY ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
Carmen Freeman			X		
Nicole Martin	X		X		
Jared Henderson		X	X		
Craig B. Tischner			X		
Coralee Wessman-Moser			X		
	TOTALS		5		

This ordinance was passed by the City Council of Herriman City, Utah on the 9th day of August, 2017, on a roll call vote as described above.

ORDINANCE NO. 2017-39

CITY RECORDER'S CERTIFICATE AND ATTESTATION

This ordinance was recorded in the office of the Herriman City Recorder on the 9th day of August, 2017, with a short summary being published on the 15th day of August, 2017, in the *Salt Lake Tribune and Deseret News*, newspapers published in Salt Lake City, Utah. I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to the ordinance number referenced above.

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

Signed this 9th day of August, 2017

Jackie Nostrom, City Recorder

Exhibit C

Legal Description of the Project Area

ANTHEM CDA BOUNDARY

Beginning at a point being South 89°53'31" East 559.81 feet along the section line and South 348.00 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°36'30" East 269.39 feet;
thence North 00°06'29" East 59.82 feet;
thence South 89°36'29" East 40.07 feet;
thence South 00°23'31" West 60.00 feet;
thence South 89°36'29" East 33.76 feet;
thence South 65°38'23" East 356.41 feet;
thence South 34°11'38" East 48.90 feet;
thence South 02°23'31" West 337.11 feet;
thence Southeasterly 49.95 feet along the arc of a 1,243.50 foot radius curve to the right (center bears South 00°05'26" West and the chord bears South 88°45'32" East 49.94 feet with a central angle of 02°18'05");
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thence North 02°45'37" West 125.51 feet;
thence Northwesterly 216.88 feet along the arc of a 350.00 foot radius curve to the left (center bears South 87°14'23" West and the chord bears North 20°30'43" West 213.43 feet with a central angle of 35°30'12");
thence North 38°15'49" West 635.44 feet;
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thence South 33°17'55" East 411.22 feet;
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thence South 37°06'46" East 970.17 feet;
thence South 40°06'05" West 46.00 feet;
thence South 55°38'15" West 378.21 feet;
thence South 02°26'14" West 162.83 feet;
thence South 57°11'45" West 272.75 feet;
thence North 37°00'39" West 170.27 feet;
thence South 87°19'05" West 211.21 feet;
thence South 64°57'03" West 83.47 feet;
thence South 40°50'15" West 93.23 feet;
thence South 88°59'01" West 69.79 feet;
thence North 59°17'37" West 105.64 feet;
thence South 89°52'44" West 338.00 feet;

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thence South 40°57'03" East 54.59 feet;

thence South 50°03'56" West 72.98 feet;

thence Northwesterly 442.08 feet along the arc of a 923.33 foot radius curve to the right (center bears North 50°04'06" East and the chord bears North 26°12'55" West 437.87 feet with a central angle of 27°25'57");

thence South 89°56'43" West 583.17 feet;

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thence Southwesterly 545.82 feet along the arc of a 1,139.00 foot radius curve to the left (center bears South 02°22'51" West and the chord bears South 78°39'09" West 540.61 feet with a central angle of 27°27'23");

thence North 27°44'34" West 312.64 feet;

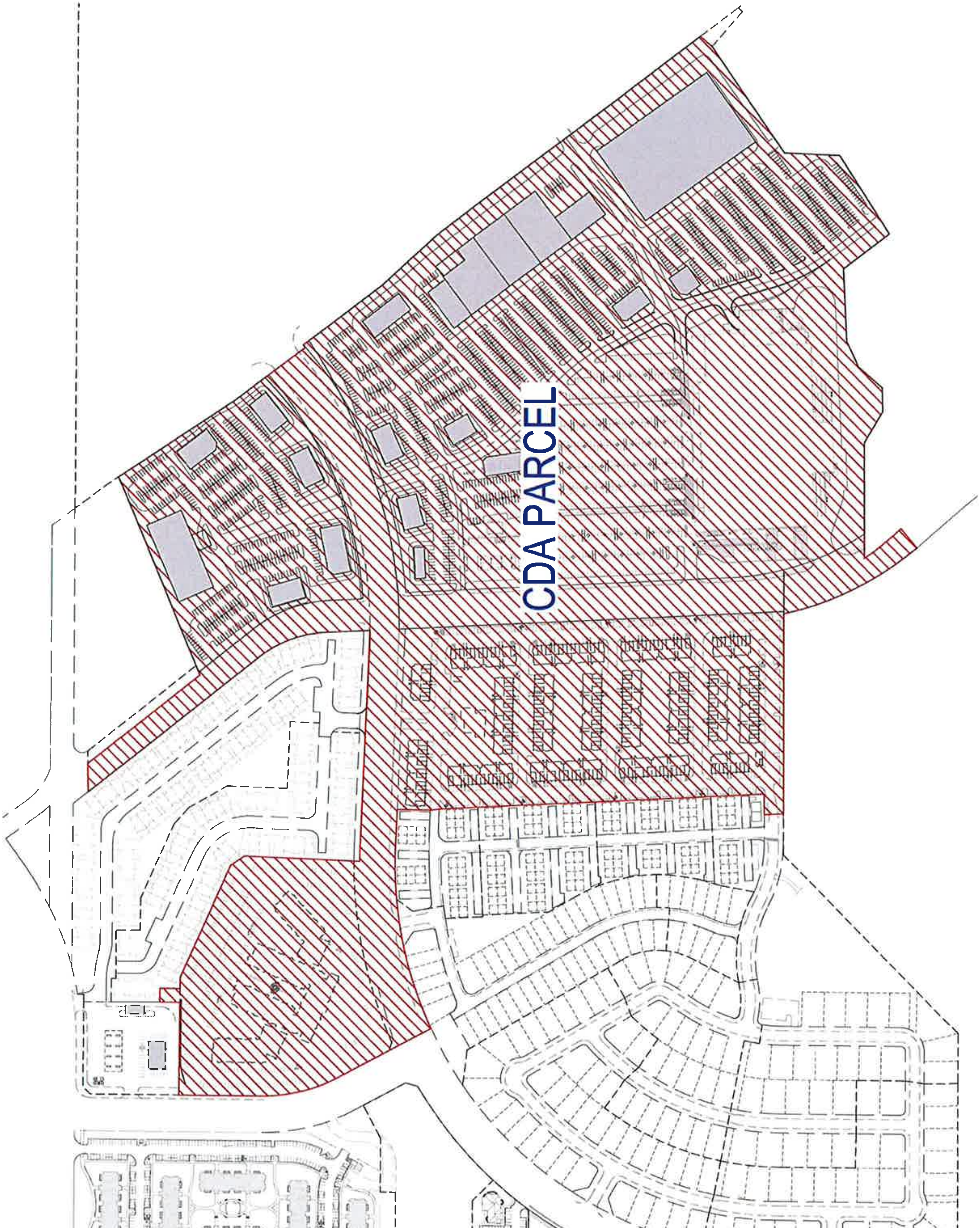
thence Northwesterly 224.44 feet along the arc of a 457.00 foot radius curve to the right (center bears North 62°15'26" East and the chord bears North 13°40'23" West 222.20 feet with a central angle of 28°08'22");

thence North 00°24'18" East 246.05 feet to the point of beginning.

Contains 3,617,436 Square Feet or 83.045 Acres

Exhibit D

Project Area Map


CDA PARCEL

<u>**Exhibit E**</u>

Project Area Budget

HERRIMAN ANTHEM TOWN CENTER COMMUNITY REINVESTMENT AREA

	Total	NPV	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Valuation																	
Base year value			$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574	$10,248,574
Taxable value			$45,872,751	$114,722,751	$123,072,751	$127,247,751	$131,422,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751	$133,927,751
Incremental value			$35,624,177	$104,474,177	$112,824,177	$116,999,177	$121,174,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177	$123,679,177
Base Year Tax Revenues																	
Salt Lake County	$433,361	$321,218	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891	$28,891
Jordan School District	$1,056,423	$783,048	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428	$70,428
Herriman	$55,496	$41,135	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700
South Salt Lake Valley Mosquito Abatement	$2,921	$2,165	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195	$195
Jordan Valley Water Conservancy District	$61,491	$45,579	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099	$4,099
South Valley Sewer	$54,420	$40,337	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628	$3,628
Central Utah Water Conservancy	$62,260	$46,149	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151	$4,151
Unified Fire Service	$307,457	$227,895	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497	$20,497
Salt Lake Valley Law Enforcement	$313,914	$232,681	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928	$20,928
Salt Lake County Library	$104,997	$77,826	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000
TOTAL	**$2,452,740**	**$1,818,034**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**	**$163,516**
Incremental Tax Revenues - 100%																	
Salt Lake County	$4,870,915	$3,538,605	$100,425	$294,513	$318,051	$329,821	$341,590	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652	$348,652
Jordan School District	$11,874,044	$8,626,212	$244,809	$717,947	$775,328	$804,018	$832,709	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923
Herriman	$623,767	$453,152	$12,860	$37,715	$40,730	$42,237	$43,744	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850	$677	$1,985	$2,144	$2,223	$2,302	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350
Jordan Valley Water Conservancy District	$691,155	$502,108	$14,250	$41,790	$45,130	$46,800	$48,470	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472	$49,472
South Valley Sewer	$611,672	$444,365	$12,611	$36,984	$39,940	$41,418	$42,896	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782	$43,782
Central Utah Water Conservancy	$699,795	$508,384	$14,428	$42,312	$45,694	$47,385	$49,076	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090	$50,090
Unified Fire Service	$3,455,775	$2,510,539	$71,248	$208,948	$225,648	$233,998	$242,348	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358	$247,358
Salt Lake Valley Law Enforcement	$3,528,347	$2,563,260	$72,745	$213,336	$230,387	$238,912	$247,438	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553	$252,553
Salt Lake County Library	$1,180,147	$857,349	$24,331	$71,356	$77,059	$79,910	$82,787	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473	$84,473
TOTAL	**$27,568,448**	**$20,027,826**	**$568,384**	**$1,666,885**	**$1,800,110**	**$1,866,722**	**$1,931,334**	**$1,973,301**	**$1,973,301**	**$1,973,301**	**$1,973,301**	**$1,973,301**	**$1,973,301**	**$1,973,301**	**$1,973,301**	**$1,973,301**	**$1,973,301**
% to Agency																	
Salt Lake County			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Jordan School District			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Herriman			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
South Salt Lake Valley Mosquito Abatement			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Jordan Valley Water Conservancy District			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
South Valley Sewer			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Central Utah Water Conservancy			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Unified Fire Service			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Salt Lake Valley Law Enforcement			40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
Salt Lake County Library			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Incremental Tax Revenues to Taxing Entities																	
Salt Lake County	$1,217,729	$884,651	$25,106	$73,628	$79,513	$82,455	$85,398	$87,163	$87,163	$87,163	$87,163	$87,163	$87,163	$87,163	$87,163	$87,163	$87,163
Jordan School District	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Herriman	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
South Salt Lake Valley Mosquito Abatement	$32,830	$23,850	$677	$1,985	$2,144	$2,223	$2,302	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350	$2,350
Jordan Valley Water Conservancy District	$172,789	$125,527	$3,562	$10,447	$11,282	$11,700	$12,117	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368	$12,368
South Valley Sewer	$152,918	$111,091	$3,153	$9,246	$9,985	$10,354	$10,724	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946	$10,946
Central Utah Water Conservancy	$174,949	$127,096	$3,607	$10,578	$11,423	$11,846	$12,269	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523	$12,523
Unified Fire Service	$863,944	$627,635	$17,812	$52,237	$56,412	$58,500	$60,587	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840	$61,840
Salt Lake Valley Law Enforcement	$2,117,008	$1,537,956	$43,647	$128,002	$138,232	$143,347	$148,463	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532	$151,532
Salt Lake County Library	$295,037	$214,337	$6,083	$17,839	$19,265	$19,978	$20,690	$21,118	$21,118	$21,118	$21,118	$21,118	$21,118	$21,118	$21,118	$21,118	$21,118
TOTAL	**$5,027,203**	**$3,652,144**	**$103,647**	**$303,962**	**$328,256**	**$340,403**	**$352,550**	**$359,838**	**$359,838**	**$359,838**	**$359,838**	**$359,838**	**$359,838**	**$359,838**	**$359,838**	**$359,838**	**$359,838**
AGENCY BUDGET																	
Revenues																	
Salt Lake County	$3,653,186	$2,653,954	$75,318	$220,885	$238,539	$247,366	$256,193	$261,489	$261,489	$261,489	$261,489	$261,489	$261,489	$261,489	$261,489	$261,489	$261,489
Jordan School District	$11,874,044	$8,626,212	$244,809	$717,947	$775,328	$804,018	$832,709	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923	$849,923
Herriman	$623,767	$453,152	$12,860	$37,715	$40,730	$42,237	$43,744	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648	$44,648
South Salt Lake Valley Mosquito Abatement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Jordan Valley Water Conservancy District	$518,366	$376,581	$10,687	$31,342	$33,847	$35,100	$36,352	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104	$37,104
South Valley Sewer	$458,754	$333,274	$9,458	$27,738	$29,955	$31,063	$32,172	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837	$32,837
Central Utah Water Conservancy	$524,846	$381,288	$10,821	$31,734	$34,270	$35,539	$36,807	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568	$37,568
Unified Fire Service	$2,591,831	$1,882,904	$53,436	$156,711	$169,236	$175,499	$181,761	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519	$185,519
Salt Lake Valley Law Enforcement	$1,411,339	$1,025,304	$29,098	$85,335	$92,155	$95,565	$98,975	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021	$101,021
Salt Lake County Library	$885,110	$643,012	$18,248	$53,517	$57,794	$59,933	$62,071	$63,355	$63,355	$63,355	$63,355	$63,355	$63,355	$63,355	$63,355	$63,355	$63,355
TOTAL	**$22,541,245**	**$16,375,682**	**$464,737**	**$1,362,923**	**$1,471,853**	**$1,526,319**	**$1,580,784**	**$1,613,463**	**$1,613,463**	**$1,613,463**	**$1,613,463**	**$1,613,463**	**$1,613,463**	**$1,613,463**	**$1,613,463**	**$1,613,463**	**$1,613,463**
Expenses																	
Administrative Percent			2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%
Administrative - Agency	($653,696)	($474,895)	($13,477)	($39,525)	($42,684)	($44,263)	($45,843)	($46,790)	($46,790)	($46,790)	($46,790)	($46,790)	($46,790)	($46,790)	($46,790)	($46,790)	($46,790)
Administrative - County	($187,659)	($132,698)	($3,766)	($11,044)	($11,927)	($12,368)	($12,810)	($13,074)	($13,074)	($13,074)	($13,074)	($13,074)	($13,074)	($13,074)	($13,074)	($13,074)	($13,074)
Mitigation Payment to JSD	($4,155,915)	($3,019,174)	($85,683)	($251,281)	($271,365)	($281,406)	($291,448)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)	($297,473)
Housing	($2,254,134)	($1,637,568)	($46,474)	($136,292)	($147,185)	($152,632)	($158,078)	($161,346)	($161,346)	($161,346)	($161,346)	($161,346)	($161,346)	($161,346)	($161,346)	($161,346)	($161,346)
Remaining Increment for Projects	**$15,294,850**	**$11,111,347**	**$315,337**	**$924,781**	**$998,693**	**$1,035,649**	**$1,072,605**	**$1,094,779**	**$1,094,779**	**$1,094,779**	**$1,094,779**	**$1,094,779**	**$1,094,779**	**$1,094,779**	**$1,094,779**	**$1,094,779**	**$1,094,779**

Infrastructure Costs for Anthem Center LLC
Estimates Provided by Ensign Engineering

Landscaping	$2,156,220
Public Street Improvements	$5,377,451

HERRIMAN ANTHEM TOWN CENTER COMMUNITY REINVESTMENT AREA

	Total	NPV	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Public Storm Drainage & Detention	$1,945,200																
Mass Earthwork	$2,549,438																
Public Water Improvements	$237,779																
Public Sewer Improvements	$166,692																
Retention & Decorative Screen Walls	$781,920																
Architectural Improvements & Geopiers	$1,560,000																
Public Street Lighting Improvements	$345,600																
Public, Directional, & Monument Signage	$540,000																
TOTAL	$15,660,300																

Exhibit F

Infrastructure Improvements

Landscaping

Street Improvements

Strom Drainage & Detention

Mass Earthwork

Water Improvements

Sewer Improvements

Retention & Decorative Screen Walls

Architectural Improvements and Geopiers

Directional and Monument Signage

ENSIGN
THE STANDARD IN ENGINEERING

Aerial Technologies
Civil Engineering
Structural Design
Land Surveying
Water Design
Building

December 9, 2016

Herriman City
Heather Upshaw
13011 South Pioneer Street
Herriman, UT 84096

RE: Anthem Commercial Cost Estimate

We represent the project developers, Anthem Center LLC as the Civil Engineers on the Anthem Commercial Project located in Herriman, Utah. Although the project is still in the preliminary design phase, we have reviewed the cost estimate, which is attached, and feel that it accurately represents the estimated costs for the site, roadway and utility improvements.

Please feel free to contact me with any questions or concerns.

Sincerely,

Brady Morris

Brady Morris, P.E.
Ensign Engineering

Ensign Enginnering Estimate of Probable Costs
Anthem Center LLC

Landscaping	$	2,156,220.00
Public Street Improvements	$	1,377,451.20
Public Storm Drainage & Dentention	$	1,945,200.00
Mass Earthwork	$	2,549,438.10
Public Water Improvements	$	237,779.00
Public Sewer Improvements	$	166,692.00
Retention & Decorative Screen Walls	$	781,920.00
Architectural Improvements & geopiers	$	1,560,000.00
Public Street Lighting Improvements	$	345,600.00
Public, Directional, & Monument Signage	$	540,000.00
Total	$	11,660,300.30

<u>Exhibit G</u>

Interlocal Agreements

REDEVELOPMENT AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2017-09

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY APPROVING AN INTELOCAL COOPERATIVE AGREEMENT WITH THE BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT FOR THE ANTHEM TOWN CENTER COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of Herriman City (the "Agency") met in special open and public meeting on September 27, 2017, to consider, among other things, approving an interlocal cooperative agreement with the Board Of Education Of Jordan School District (the "District") for the Anthem Town Center Community Reinvestment Project Area (the "Project Area"); and

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

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

WHEREAS the Agency and the District are "public agencies" for purposes of the Interlocal Act; and

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

WHEREAS, the District is a taxing entity under the Act and the Agency has negotiated with the District to receive a portion of property tax increment generated within the Project Area, the terms of which are set forth in the Interlocal agreement, attached hereto as **Exhibit A** (the "Interlocal").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY:

(1) that the Interlocal is hereby approved, with such changes as may be deemed advisable or necessary by the Agency,

(2) that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same,

(3) that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act,

(4) that Agency personnel are hereby authorized to take such actions as necessary to effectuate the purposes of this resolution, and

(5) that this resolution shall be effective immediately upon adoption.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 27th day of September 2017.

REDEVELOPMENT AGENCY OF HERRIMAN CITY

____

Carmen Freeman, Chairperson

ATTEST:

____

Cindy Quick, Secretary

Community Development and Renewal Agency
Herriman, Utah

EXHIBIT A

Interlocal Agreement with the District

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

THIS INTERLOCAL AGREEMENT is entered into as of the 27 day of Sept. 2017, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the "**Agency**"), HERRIMAN CITY, a municipal corporation and political subdivision of the state of Utah ("**Herriman City**") and the **BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**, a body corporate and politic of the state of Utah (the "**Taxing Entity**") (collectively, the "**Parties**").

RECITALS

A. The Agency was created and continues to operate pursuant to the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Community Reinvestment Agency Act**") and its predecessor statutes, and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Herriman, Utah, as contemplated by the Community Reinvestment Agency Act; and

B. Herriman City an entity related to the Agency participated in building, widening, and/or improved 6000 West/Pioneer Street and 11800 South for Herriman High, Anthem Park Boulevard for Copper Mountain Middle School and Elementary Drive for Silver Crest Elementary and the Taxing Entity contributed its pro rata share of the costs of such improvements because the Taxing Entity recognizes the great benefit for such improvements; and

C. Pursuant to Resolution No. R2017-04 adopted by the Agency on August 9, 2017_, and Ordinance No. 2017-39 adopted by Herriman City on August 9, 2017, the Agency established the Herriman Anthem Community Reinvestment Project Area (the "**Project Area**") through adoption of the Project Area Plan, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (referred to in this Interlocal Agreement as the "**Project Area Plan**," which includes the legal description and a map of the Project Area); and

D. The Agency desires to encourage, promote and provide for the development in the Project Area of a mixed-use development located along Mountain View Corridor that will encourage commercial and transit-oriented development; and

E. Pursuant to Resolution No. R2017-_05, adopted by the Agency on August 9, 2017, the Agency adopted a Project Area Budget for the Project Area (the "**Budget**"), which sets forth the Agency's estimates and projections for development and generation of property tax revenues for the Project Area, a copy of which is attached hereto as **Exhibit "B"**; and

F. The Agency may issue one or more bonds, including bonds secured by tax increment revenues, to finance the construction of certain infrastructure improvements for the Project Area; and

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

H. The Agency anticipates using tax increment (as defined in Utah Code Ann. § 17C-1-102(60) (hereinafter "**Tax Increment**")) from the Project Area, to assist in the development of the Project Area and for funding the implementation of the Project Area Plan; and

I. Utah Code Ann. § 17C-5-204 authorizes the Taxing Entity to consent to the payment by Salt Lake County (the "**County**") to the Agency of a portion of the Taxing Entity's share of Tax Increment generated from the Project Area attributable to the Taxing Entity's tax levy on property within the Project Area, for the purposes set forth herein and in accordance with the terms of this Agreement; and

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

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

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

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

1. **Taxing Entity's Consent**.

a. The Parties agree that for purposes of calculation of the Taxing Entity's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be $10,248,574, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the project area funds collection period (the "**Project Area Funds Collection Period**") shall be fifteen (15) years. During the Project Area Funds Collection Period, the Agency shall receive and be paid one hundred percent (100%) of the tax increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area (the "**Taxing Entity Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. The Project Area Funds Collection Period shall commence with the 2018 tax year as evidenced by written notice to the Taxing Entity and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the Taxing Entity's tax levy that is paid to the Agency over the Project

Area Funds Collection Period under this Agreement shall not exceed $11,874,044 (with a net retention of $7,718,129 to the Agency after 35% of the Tax Increment is transferred back to the Taxing Entity as set forth in Section 1.b. below); and provided further, that any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. All tax increment from the Project Area attributable to the Taxing Entity's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Taxing Entity. The calculation of the Taxing Entity's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Notwithstanding Subsection 1(a), the Parties hereby agree that for each tax year during the Tax Increment Collection Period, the Agency shall transfer an amount equal to 35% of any Tax Increment it receives from the Salt Lake County Treasurer pursuant to this Agreement—that is, an amount equal to 35% of the Taxing Entity's Contribution—to the Taxing Entity (the "**Annual Rebate**"). The Agency's transfer of the Annual Rebate to the Taxing Entity each year shall occur no later than three months following the Agency's receipt of Tax Increment from the Salt Lake County Treasurer. The amount equal to the Taxing Entity's Contribution less the Annual Rebate is hereinafter referred to as the "**Agency's Share**." Thus, for the purposes of this Agreement, the Agency's Share is generally equal to 65% of the Taxing Entity Share.

c. Salt Lake County shall pay directly to the Agency the Taxing Entity Share in accordance with Utah Code Ann. § 17C-5-204 during the Project Area Funds Collection Period described in Section 1.a. above.

2. **Consent to Budget**. As required by Utah Code § 17C-5-304, the Taxing Entity hereby consents to the Budget as adopted by the Agency.

3. **Additional Consents and Agreements**.

a. The Parties agree that within the Project Area Plan residential construction will be limited to a maximum of 400 apartment units and a maximum of 302 senior housing units.

b. The Parties agree that within the Project Area Plan a maximum of 21.8 acres will be used on residential construction.

c. Herriman City shall contribute 100% of its Tax Increment from the Project Area to carry out the Project Area Plan.

d. Herriman City agrees to approach and work with all tenants, property owners and residents within the Project Area regarding various ways and means in which they may be able to help the Taxing Entity including volunteering at schools, and contributing to the Jordan Education Foundation or JSD Principal's Pantry.

e. Herriman City will reimburse Taxing Entity for $300,000 related to costs incurred for roads and infrastructure improvements paid for by Taxing Entity during the construction of Silver Crest Elementary.

f. The Parties agree that the maximum administrative fee allowed shall be limited to 2.9%.

4. **Authorized Uses of Tax Increment**. Subject to other provisions of this Agreement, the Parties agree that the Agency may use the Taxing Entity Share for any purposes authorized under the Project Area Plan or the Community Reinvestment Agency Act, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

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

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

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

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

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

e. The term of this Agreement shall commence on the Effective Date and shall terminate on the date when all of the Taxing Entity Share has been paid to the Agency as provided for herein, or the date when the Agency ceases to receive such Tax Increment pursuant to Section 1 hereof;

f. Following the execution of this Agreement by both Parties, the Agency, at its sole expense, shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-5-205;

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

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

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

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

14. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

15. **Effective Date**. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

16. **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

17. **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.

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

19. **Authorization**. Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

20. **Counterparts**. This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

By: [signature]

Chair

Attest:

By: Cindy Quick
Secretary

Attorney Review for the Agency:

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

Attorney for Community Development and Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

BOARD OF EDUCATION OF
JORDAN SCHOOL DISTRICT

Janice L. Voorhies

Janice L. Voorhies, Board President

ATTEST:

John N. Larsen, Business Administrator

Attorney Review for the Taxing Entity:

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

Paul D. Van Komen

Attorney for Jordan School District

HERRIMAN CITY

By: ______________________

Its: City Manager

Attest:

By: ______________________

City Recorder

Attorney Review for the City:

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

____

Attorney for Community Development and
Renewal Agency of Herriman

REDEVELOPMENT AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2017-10

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY APPROVING AN INTELOCAL COOPERATIVE AGREEMENT WITH JORDAN VALLEY WATER CONSERVANCY DISTRICT FOR THE ANTHEM TOWN CENTER COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of Herriman City (the "Agency") met in special open and public meeting on September 27, 2017, to consider, among other things, approving an interlocal cooperative agreement with the Jordan Valley Water Conservancy District (the "District") for the Anthem Town Center Community Reinvestment Project Area (the "Project Area"); and

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

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

WHEREAS the Agency and the District are "public agencies" for purposes of the Interlocal Act; and

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

WHEREAS, the District is a taxing entity under the Act and the Agency has negotiated with the District to receive a portion of property tax increment generated within the Project Area, the terms of which are set forth in the Interlocal agreement, attached hereto as **Exhibit A** (the "Interlocal").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY:

(1) that the Interlocal is hereby approved, with such changes as may be deemed advisable or necessary by the Agency,

(2) that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same,

(3) that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act,

(4) that Agency personnel are hereby authorized to take such actions as necessary to effectuate the purposes of this resolution, and

(5) that this resolution shall be effective immediately upon adoption.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 27th day of September 2017.

REDEVELOPMENT AGENCY OF HERRIMAN CITY

Carmen Freeman, Chairperson

ATTEST:

Cindy Quick

Cindy Quick, Secretary

EXHIBIT A

Interlocal Agreement with the District

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

THIS INTERLOCAL AGREEMENT is entered into as of the 27th day of September 2017, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the "**Agency**") and the **JORDAN VALLEY WATER CONSERVANCY DISTRICT** (the "**Taxing Entity**") (collectively, the "**Parties**").

RECITALS

A. The Agency was created and continues to operate pursuant to the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Community Reinvestment Agency Act**") and its predecessor statutes, and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Herriman, Utah, as contemplated by the Community Reinvestment Agency Act; and

B. Pursuant to Resolution No. R2017-04 adopted by the Agency on August 9, 2017, and Ordinance No. 2017-39 adopted by Herriman City on August 9, 2017, the Agency established the Herriman Anthem Community Reinvestment Project Area (the "**Project Area**") through adoption of the proposed Project Area Plan, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (referred to in this Interlocal Agreement as the "**Project Area Plan,**" which includes the legal description and a map of the Project Area); and

C. The Agency desires to encourage, promote and provide for the development in the Project Area of a mixed-use development located along Mountain View Corridor that will encourage commercial and transit-oriented development; and

D. Pursuant to Resolution No. R2017-05, adopted by the Agency on August 9, 2017, the Agency adopted a Project Area Budget for the Project Area (the "**Budget**"), which sets forth the Agency's estimates and projections for development and generation of property tax revenues for the Project Area; and

E. The Agency may issue one or more bonds, including bonds secured by tax increment revenues, to finance the construction of certain infrastructure improvements for the Project Area; and

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

G. The Agency anticipates using tax increment (as defined in Utah Code Ann. § 17C-1-102(60) (hereinafter "**Tax Increment**")) from the Project Area, to assist in the development of the Project Area and for funding the implementation of the Project Area Plan; and

H. Utah Code Ann. § 17C-5-204 authorizes the Taxing Entity to consent to the payment by Salt Lake County (the "**County**") to the Agency of a portion of the Taxing Entity's share of Tax Increment generated from the Project Area attributable to the Taxing Entity's tax levy on property within the Project Area, for the purposes set forth herein and in accordance with the terms of this Agreement; and

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

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

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

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

1. **Taxing Entity's Consent**.

a. The Parties agree that for purposes of calculation of the Taxing Entity's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be $10,248,574, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the project area funds collection period (the "**Project Area Funds Collection Period**") shall be fifteen (15) years. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy-five percent (75%) of the tax increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area (the "**Taxing Entity Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. The Project Area Funds Collection Period shall commence with any tax year from 2017 through 2020 at the Agency's election and determination as evidenced by written notice to the Taxing Entity and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the Taxing Entity's tax levy that is paid to the Agency over the Project Area Funds Collection Period under this Agreement shall not exceed $ 518,366; and provided further, that any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. During the Project Area Funds Collection Period described above, the remaining 25% of the Tax Increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Taxing Entity. All tax increment from the Project Area attributable to the Taxing Entity's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Taxing Entity. The calculation of the Taxing Entity's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the Taxing Entity Share in accordance with Utah Code Ann. § 17C-5-204 during the Project Area Funds Collection Period described in Section 1.a. above.

2. **Consent to Budget**. As required by Utah Code § 17C-5-301, the Taxing Entity hereby consents to the Budget as adopted by the Agency.

3. **Authorized Uses of Tax Increment**. Except as provided below in this paragraph the Parties agree that the Agency may use the Taxing Entity Share for any purposes authorized under the Project Area Plan or the Community Reinvestment Agency Act, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Community Reinvestment Agency Act, or in the Cooperation Act, none of the Taxing Entity Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to the purchase, treatment, storage or conveyance of that water, other than infrastructure to be owned and used by Herriman City in its delivery of water to the Project Area.

As a condition to any incentive or other payment offered to a developer or property owner within the Project Area pursuant to a written participation agreement as contemplated by Utah Code § 17C-1-409(1)(a)(iii)(C), the Agency shall require that all landscaping within the Project Area apply the following water-wise principles, so long as compliance with applicable city ordinances can be maintained.

a. Turf grass area(s) shall not exceed 30 percent of the total irrigated area.

b. Non-turf grass areas shall have enough plant material (perennials and shrubs) to create at least 50 percent living plant cover at maturity on the ground plane, not including tree canopies.

c. Landscape watering outside of turf grass area(s) shall use only approved drip irrigation systems.

d. Park strip areas shall be irrigated only with drip irrigation systems.

Prior to landscape installation, the Taxing Entity encourages submission to the Taxing Entity of all landscape and irrigation system plans for its review and comment.

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

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

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

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

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

e. The term of this Agreement shall commence on the Effective Date and shall terminate on the date when all of the Taxing Entity Share has been paid to the Agency as provided for herein, or the date when the Agency ceases to receive such Tax Increment pursuant to Section 1 hereof;

f. Following the execution of this Agreement by both Parties, the Agency, at its sole expense, shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-5-205;

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

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

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

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

13. **Incorporation of Exhibits**. The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

14. **Effective Date**. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

15. **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

18. **Authorization**. Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

19. **Counterparts**. This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

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

[SIGNATURE PAGE FOLLOWS]

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

By: ____________________________
Chair

Attest:

By: ____________________________
Secretary

Community Development and Renewal Agency
Herriman, Utah

Attorney Review for the Agency:

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

____
Attorney for Community Development and Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

JORDAN VALLEY WATER CONSERVANCY DISTRICT

By: ______________________
Gary C. Swensen
Chair, Board of Trustees

ATTEST:

____
Richard P. Bay, Clerk

Attorney Review for the Taxing Entity:

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

____
Attorney for Jordan Valley Water
Conservancy District

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2019-01

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN INTELOCAL COOPERATIVE AGREEMENT WITH HERRIMAN CITY

WHEREAS, the Redevelopment Agency of Herriman City (the "Agency") met in regular open and public meeting on January 9, 2019, to consider, among other things, approving an interlocal cooperative agreement with Herriman City; and

WHEREAS the Agency was created to transact the business and exercise all the powers provided for in the former Utah Redevelopment Agencies Act and the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act and any subsequent, replacement or amended law or act (the "Act"); and

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

WHEREAS, Herriman City is a taxing entity under the Act and the Agency has negotiated with Herriman City to receive a portion of property tax increment the terms of which are set forth in the attached interlocal agreement ("Interlocal").

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

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 9th day of January 2019.

HERRIMAN

David Watts, **Chairperson**

ATTEST:

Jackie Nostrom, **Secretary**

Community Development and Renewal Agency Herriman, Utah

HERRIMAN, UTAH
RESOLUTION NO. R02-2019

A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN AND HERRIMAN WITH RESPECT TAX INCREMENT

WHEREAS, the Herriman City Council ("*Council*") met in regular session on January 9, 2019, to consider, among other things, approving the an Interlocal Cooperative Agreement with the Community Development and Renewal Agency of Herriman with respect to tax increment; and

WHEREAS, the Utah Interlocal Cooperative Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the "Act") provides that any two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the Herriman City ("Herriman") and the Community Development and Renewal Agency of Herriman ("Agency") are government entities as contemplated by the Act; and

WHEREAS, Herriman and the Agency are authorized to enter into agreements with each other for cooperative action; and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Herriman to enter into an Interlocal Cooperative Agreement with the Agency ("*Agreement*") with respect to tax increment; and

WHEREAS, the Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and duties and responsibilities of the parties. A copy of the Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and the City Manager and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. R02-2019, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 9th day of January, 2019.

HERRIMAN

David Watts, Mayor

Jackie Nostrom, MMC
City Recorder

Corporate Incorporated HERRIMAN CITY 1999 State of Utah

INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN AND HERRIMAN CITY

THIS INTERLOCAL AGREEMENT is entered into as of the 9th day of January 2019, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the "**Agency**") and **HERRIMAN CITY** (the "**City**") (collectively, the "**Parties**").

RECITALS

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

B. The Agency created the Herriman Anthem Community Reinvestment Project Area (the "**Project Area**") and adopted a community reinvestment project area plan for the Project Area ("**Project Area Plan**") pursuant to which the Agency desires to encourage, promote and provide for the development of a business center in the Project Area; and

C. The Agency has established the Project Area through adoption of the proposed Project Area Plan; and

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

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

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

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

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

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

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

1. **City's Consent**.

a. The Parties agree that for purposes of calculation of the City's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be the 2016 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is $10,248,574 which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the City hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid one hundred percent (100%) of the tax increment attributable to the City's tax levy on both real and personal property within the Project Area (the "**City Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with any tax year from 2016 through 2018 at the Agency's election and determination as evidenced by a written notice to the City and to the Salt Lake County Auditor and Assessor; provided, however, that any portion of the City's taxes resulting from an increase in the City's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the City specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. All tax increment from the Project Area attributable to the City's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the City. The calculation of the City's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

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

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

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

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

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

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

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

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

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

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

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

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

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

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

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

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

14. **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

By: ______________________
Chair

Attest:

By: ______________________
Secretary

Community Development and Renewal Agency Herriman, Utah

Attorney Review for the Agency:

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

____
Attorney for Community Development and
Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

HERRIMA CITY

By: ________________________________

Title: City Manager

ATTEST:

____

Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

Attorney Review for the City:

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

____

Attorney for Herriman City

Community Development and
Renewal Agency of Herriman City

RESOLUTION NUMBER: **R2019-01**

SHORT TITLE: A RESOLUTION OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH HERRIMAN CITY

PASSAGE BY THE DIRECTORS OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY
ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
David Watts			X		
Nicole Martin		X	X		
Jared Henderson			X		
Sherrie Ohrn			X		
Clint Smith	X		X		
	TOTALS		5		

This resolution was passed by the Board of Directors of the Community Development and Renewal Agency of Herriman City, Utah on the 9th day of January, 2019, on a roll call vote as described above.

REDEVELOPMENT AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2017-14

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY APPROVING AN INTELOCAL COOPERATIVE AGREEMENT WITH CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR THE HERRIMAN ANTHEM COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of Herriman City (the "Agency") met in special open and public meeting on December 13, 2017, to consider, among other things, approving an interlocal cooperative agreement with the Central Utah Water Conservancy District (the "District") for the Herriman Anthem Community Reinvestment Project Area (the "Project Area"); and

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

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

WHEREAS the Agency and the District are "public agencies" for purposes of the Interlocal Act; and

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

WHEREAS, the District is a taxing entity under the Act and the Agency has negotiated with the District to receive a portion of property tax increment generated within the Project Area, the terms of which are set forth in the Interlocal agreement, attached hereto as **Exhibit A** (the "Interlocal").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY:

(1) that the Interlocal is hereby approved, with such changes as may be deemed advisable or necessary by the Agency,
(2) that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same,
(3) that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act,

(4) that Agency personnel are hereby authorized to take such actions as necessary to effectuate the purposes of this resolution, and

(5) that this resolution shall be effective immediately upon adoption.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 13th day of December 2017.

REDEVELOPMENT AGENCY OF HERRIMAN CITY

Carmen Freeman, Chairperson

ATTEST:

Jackie Nostrom, MMC
Secretary

EXHIBIT A

Interlocal Agreement with Central Utah Water Conservancy District

REDEVELOPMENT AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2017-14

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY APPROVING AN INTELOCAL COOPERATIVE AGREEMENT WITH CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR THE HERRIMAN ANTHEM COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of Herriman City (the "Agency") met in special open and public meeting on December 13, 2017, to consider, among other things, approving an interlocal cooperative agreement with the Central Utah Water Conservancy District (the "District") for the Herriman Anthem Community Reinvestment Project Area (the "Project Area"); and

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

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

WHEREAS the Agency and the District are "public agencies" for purposes of the Interlocal Act; and

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

WHEREAS, the District is a taxing entity under the Act and the Agency has negotiated with the District to receive a portion of property tax increment generated within the Project Area, the terms of which are set forth in the Interlocal agreement, attached hereto as **Exhibit A** (the "Interlocal").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY:

(1) that the Interlocal is hereby approved, with such changes as may be deemed advisable or necessary by the Agency,
(2) that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same,
(3) that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act,

(4) that Agency personnel are hereby authorized to take such actions as necessary to effectuate the purposes of this resolution, and

(5) that this resolution shall be effective immediately upon adoption.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 13th day of December 2017.

REDEVELOPMENT AGENCY OF HERRIMAN CITY

Carmen Freeman, Chairperson

ATTEST:

Jackie Nostrom, MMC
Secretary

EXHIBIT A

Interlocal Agreement with Central Utah Water Conservancy District

INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN AND THE CENTRAL UTAH WATER CONSERVANCY DISTRICT

THIS INTERLOCAL AGREEMENT is entered into as of the 25 day of Oct, 2017, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the "**Agency**") and the **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a public agency and political subdivision of the State of Utah (the "**Taxing Entity**") (collectively, the "**Parties**").

RECITALS

A. The Agency was created and continues to operate pursuant to the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Community Reinvestment Agency Act**") and its predecessor statutes, and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Herriman, Utah, as contemplated by the Community Reinvestment Agency Act; and

B. Pursuant to Resolution No. R2017-04 adopted by the Agency on August 9, 2017, and Ordinance No. 2017-39 adopted by Herriman City on August 9, 2017, the Agency established the Herriman Anthem Community Reinvestment Project Area (the "**Project Area**") through adoption of the proposed Project Area Plan, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (referred to in this Interlocal Agreement as the "**Project Area Plan**," which includes the legal description and a map of the Project Area); and

C. The Agency desires to encourage, promote and provide for the development in the Project Area of a mixed-use development located along Mountain View Corridor that will encourage commercial and transit-oriented development; and

D. Pursuant to Resolution No. R2017-05, adopted by the Agency on August 9, 20187, the Agency adopted a Project Area Budget for the Project Area (the "**Budget**"), which sets forth the Agency's estimates and projections for development and generation of property tax revenues for the Project Area; and

E. The Agency may issue one or more bonds, including bonds secured by tax increment revenues, to finance the construction of certain infrastructure improvements for the Project Area; and

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

G. The Agency anticipates using tax increment (as defined in Utah Code Ann. § 17C-1-102(60) (hereinafter "**Tax Increment**")) from the Project Area, to assist in the

INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN AND THE CENTRAL UTAH WATER CONSERVANCY DISTRICT

THIS INTERLOCAL AGREEMENT is entered into as of the 25 day of Oct, 2017, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the "**Agency**") and the **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a public agency and political subdivision of the State of Utah (the "**Taxing Entity**") (collectively, the "**Parties**").

RECITALS

A. The Agency was created and continues to operate pursuant to the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Community Reinvestment Agency Act**") and its predecessor statutes, and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Herriman, Utah, as contemplated by the Community Reinvestment Agency Act; and

B. Pursuant to Resolution No. R2017-04 adopted by the Agency on August 9, 2017, and Ordinance No. 2017-39 adopted by Herriman City on August 9, 2017, the Agency established the Herriman Anthem Community Reinvestment Project Area (the "**Project Area**") through adoption of the proposed Project Area Plan, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (referred to in this Interlocal Agreement as the "**Project Area Plan**," which includes the legal description and a map of the Project Area); and

C. The Agency desires to encourage, promote and provide for the development in the Project Area of a mixed-use development located along Mountain View Corridor that will encourage commercial and transit-oriented development; and

D. Pursuant to Resolution No. R2017-05, adopted by the Agency on August 9, 20187, the Agency adopted a Project Area Budget for the Project Area (the "**Budget**"), which sets forth the Agency's estimates and projections for development and generation of property tax revenues for the Project Area; and

E. The Agency may issue one or more bonds, including bonds secured by tax increment revenues, to finance the construction of certain infrastructure improvements for the Project Area; and

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

G. The Agency anticipates using tax increment (as defined in Utah Code Ann. § 17C-1-102(60) (hereinafter "**Tax Increment**")) from the Project Area, to assist in the development of the Project Area and for funding the implementation of the Project Area Plan; and

H. Utah Code Ann. § 17C-5-204 authorizes the Taxing Entity to consent to the payment by Salt Lake County (the "**County**") to the Agency of a portion of the Taxing Entity's share of Tax Increment generated from the Project Area attributable to the Taxing Entity's tax levy on property within the Project Area, for the purposes set forth herein and in accordance with the terms of this Agreement; and

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

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

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

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

1. **Taxing Entity's Consent**.

a. The Parties agree that for purposes of calculation of the Taxing Entity's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be $10,248,574, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the project area funds collection period (the "**Project Area Funds Collection Period**") shall be fifteen (15) years. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy-five percent (75%) of the tax increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area (the "**Taxing Entity Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. The Project Area Funds Collection Period shall commence with any tax year from 2017 through 2020 at the Agency's election and determination as evidenced by written notice to the Taxing Entity and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the Taxing Entity's tax levy that is paid to the Agency over the Project Area Funds Collection Period under this Agreement shall not exceed $ 524,846; and provided further, that any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Taxing Entity specifically development of the Project Area and for funding the implementation of the Project Area Plan; and

H. Utah Code Ann. § 17C-5-204 authorizes the Taxing Entity to consent to the payment by Salt Lake County (the "**County**") to the Agency of a portion of the Taxing Entity's share of Tax Increment generated from the Project Area attributable to the Taxing Entity's tax levy on property within the Project Area, for the purposes set forth herein and in accordance with the terms of this Agreement; and

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

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

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

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

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a. The Parties agree that for purposes of calculation of the Taxing Entity's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be $10,248,574, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the project area funds collection period (the "**Project Area Funds Collection Period**") shall be fifteen (15) years. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy-five percent (75%) of the tax increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area (the "**Taxing Entity Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. The Project Area Funds Collection Period shall commence with any tax year from 2017 through 2020 at the Agency's election and determination as evidenced by written notice to the Taxing Entity and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the Taxing Entity's tax levy that is paid to the Agency over the Project Area Funds Collection Period under this Agreement shall not exceed $ 524,846; and provided further, that any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. During the Project Area Funds Collection Period described above, the remaining 25% of the Tax Increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Taxing Entity. All tax increment from the Project Area attributable to the Taxing Entity's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Taxing Entity. The calculation of the Taxing Entity's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the Taxing Entity Share in accordance with Utah Code Ann. § 17C-5-204 during the Project Area Funds Collection Period described in Section 1.a. above.

2. **Consent to Budget**. As required by Utah Code § 17C-5-301, the Taxing Entity hereby consents to the Budget as adopted by the Agency.

3. **Authorized Uses of Tax Increment**. The Parties agree that the Agency may use the Taxing Entity Share for any purposes authorized under the Project Area Plan or the Community Reinvestment Agency Act, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

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

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

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. During the Project Area Funds Collection Period described above, the remaining 25% of the Tax Increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Taxing Entity. All tax increment from the Project Area attributable to the Taxing Entity's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Taxing Entity. The calculation of the Taxing Entity's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the Taxing Entity Share in accordance with Utah Code Ann. § 17C-5-204 during the Project Area Funds Collection Period described in Section 1.a. above.

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a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

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

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

e. The term of this Agreement shall commence on the Effective Date and shall terminate on the date when all of the Taxing Entity Share has been paid to the Agency as provided for herein, or the date when the Agency ceases to receive such Tax Increment pursuant to Section 1 hereof;

f. Following the execution of this Agreement by both Parties, the Agency, at its sole expense, shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-5-205;

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

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

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

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

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

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

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

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

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

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

e. The term of this Agreement shall commence on the Effective Date and shall terminate on the date when all of the Taxing Entity Share has been paid to the Agency as provided for herein, or the date when the Agency ceases to receive such Tax Increment pursuant to Section 1 hereof;

f. Following the execution of this Agreement by both Parties, the Agency, at its sole expense, shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-5-205;

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

13. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

14. **Effective Date**. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

15. **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

18. **Authorization**. Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

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14. **Effective Date**. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

15. **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

18. **Authorization**. Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

19. **Counterparts**. This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

By: ______________________________
Chair

Attest:

By: ______________________________
Secretary

Community Development and Renewal Agency
Herriman, Utah

Attorney Review for the Agency:

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

____
Attorney for Community Development and
Renewal Agency of Herriman

19. **Counterparts**. This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

By: ____________________
Chair

Attest:

By: ____________________
Secretary

Community Development and Renewal Agency Herriman, Utah

Attorney Review for the Agency:

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

____
Attorney for Community Development and Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: ______________________

ATTEST:

____

Attorney Review for the Taxing Entity:

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

____
Attorney for Central Utah Water Conservancy District

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: ______________________

ATTEST:

____

Attorney Review for the Taxing Entity:

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

____
Attorney for Central Utah Water Conservancy District

Exhibit "A"

Project Area Plan

REDEVELOPMENT AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2017-08

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY APPROVING AN INTELOCAL COOPERATIVE AGREEMENT WITH THE UNIFIED FIRE SERVICE AREA FOR THE ANTHEM TOWN CENTER COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of Herriman City (the "Agency") met in special open and public meeting on September 27, 2017, to consider, among other things, approving an interlocal cooperative agreement with the Unified Fire Service Area (the "Area") for the Anthem Town Center Community Reinvestment Project Area (the "Project Area"); and

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

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

WHEREAS the Agency and the Area are "public agencies" for purposes of the Interlocal Act; and

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

WHEREAS, the Area is a taxing entity under the Act and the Agency has negotiated with the Area to receive a portion of property tax increment generated within the Project Area, the terms of which are set forth in the Interlocal agreement, attached hereto as **Exhibit A** (the "Interlocal").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY:

(1) that the Interlocal is hereby approved, with such changes as may be deemed advisable or necessary by the Agency,
(2) that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same,
(3) that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act,

(4) that Agency personnel are hereby authorized to take such actions as necessary to effectuate the purposes of this resolution, and

(5) that this resolution shall be effective immediately upon adoption.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 27th day of September 2017.

REDEVELOPMENT AGENCY OF HERRIMAN CITY

____

Carmen Freeman, Chairperson

ATTEST:

Cindy Quick

____

Cindy Quick, Secretary

Community Development and Renewal Agency

Herriman, Utah

EXHIBIT A

Interlocal Agreement with the Area

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

THIS INTERLOCAL AGREEMENT is entered into as of the 15 day of August 2017, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the "**Agency**") and the **UNIFIED FIRE SERVICE AREA**, a public agency and political subdivision of the State of Utah (the "**Taxing Entity**") (collectively, the "**Parties**").

RECITALS

A. The Agency was created and continues to operate pursuant to the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Community Reinvestment Agency Act**") and its predecessor statutes, and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Herriman, Utah, as contemplated by the Community Reinvestment Agency Act; and

B. Pursuant to Resolution No. R2017-04 adopted by the Agency on August 9, 2017, and Ordinance No. 2017-39 adopted by Herriman City on August 9, 2017, the Agency established the Herriman Anthem Community Reinvestment Project Area (the "**Project Area**") through adoption of the Project Area Plan, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (referred to in this Interlocal Agreement as the "**Project Area Plan**," which includes the legal description and a map of the Project Area); and

C. The Agency desires to encourage, promote and provide for the development in the Project Area of a mixed-use development located along Mountain View Corridor that will encourage commercial and transit-oriented development; and

D Pursuant to Resolution No. R2017-05, adopted by the Agency on August 9, 2017, the Agency adopted a Project Area Budget for the Project Area (the "**Budget**"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference, which sets forth the Agency's estimates and projections for development and generation of property tax revenues for the Project Area; and

E. The Agency may issue one or more bonds, including bonds secured by tax increment revenues, to finance the construction of certain infrastructure improvements for the Project Area; and

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

G. The Agency anticipates using tax increment (as defined in Utah Code Ann. § 17C-1-102(60) (hereinafter "**Tax Increment**")) from the Project Area, to assist in the development of the Project Area and for funding the implementation of the Project Area Plan; and

H. Utah Code Ann. § 17C-5-204 authorizes the Taxing Entity to consent to the payment by Salt Lake County (the "**County**") to the Agency of a portion of the Taxing Entity's share of Tax Increment generated from the Project Area attributable to the Taxing Entity's tax levy on property within the Project Area, for the purposes set forth herein and in accordance with the terms of this Agreement; and

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

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

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

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

1. **Taxing Entity's Consent**.

a. The Parties agree that for purposes of calculation of the Taxing Entity's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be $10,248,574, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the project area funds collection period (the "**Project Area Funds Collection Period**") shall be fifteen (15) years. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy five percent (75%) of the tax increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area (the "**Taxing Entity Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. The Project Area Funds Collection Period shall commence with any tax year from 2017 through 2020 at the Agency's election and determination as evidenced by written notice to the Taxing Entity and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the Taxing Entity's tax levy that is paid to the Agency over the Project Area Funds Collection Period under this Agreement shall not exceed $ 2,591,831; and provided further, that any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. All tax increment from the Project Area attributable to the Taxing Entity's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the

Taxing Entity. For the fifteen (15) year period described above, the remaining 25% of the Tax Increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Taxing Entity. All tax increment from the Project Area attributable to the Taxing Entity's tax levy for tax years beyond the fifteen (15) year period described above shall be paid by Salt Lake County to the Taxing Entity. The calculation of the Taxing Entity's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the Taxing Entity Share in accordance with Utah Code Ann. § 17C-5-204 during the Project Area Funds Collection Period described in Section 1.a. above.

2. **Consent to Budget**. As required by Utah Code § 17C-5-301, the Taxing Entity hereby consents to the Budget as adopted by the Agency.

3. **Authorized Uses of Tax Increment**. The Parties agree that the Agency may use the Taxing Entity Share for any purposes authorized under the Project Area Plan or the Community Reinvestment Agency Act, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

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

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

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

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

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207, and, to the extent necessary, voting will be based upon one vote per Party, pursuant to Utah Code Ann. § 11-13-206(1)(g);

e. The term of this Agreement shall commence on the Effective Date set forth in Section 14 of this Agreement, and shall terminate on the date when all of the Taxing Entity Share has been paid to the Agency as provided for herein, or the date when the Agency ceases to receive such Tax Increment pursuant to Section 1 hereof;

f. Following the execution of this Agreement by both Parties, the Agency, at its sole expense, shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-5-205;

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

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

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

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

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

13. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

14. **Effective Date**. This Agreement will not take effect until (a) it has been approved by both Parties, as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209. Once these actions have been taken, the Agreement will have an "Effective Date" as of the date of publication of the summary of this Agreement as provided by law and by Section 6.f. of this Agreement.

15. **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

18. **Authorization**. Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

19. **Counterparts**. This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

By: ______________________________
Carmen Freeman, Chair

Attest:

By: Cindy Quick
Cindy Quick, Secretary

Attorney Review for the Agency:

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

____
Attorney for Community Development and Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

UNIFIED FIRE SERVICE AREA

By: Coralee Wessman-Moser
Coralee Wessman-Moser, UFSA Board Chair

ATTEST:

Mdinkel
Micayla Dinkel, UFSA Board Clerk

Attorney Review for the Taxing Entity:

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

Rachel S. Anderson
Attorney for Unified Fire Service Area

UNIFIED FIRE SERVICE AREA

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN AND UNIFIED FIRE SERVICE AREA REGARDING FINANCIAL ASSISTANCE FOR THE DEVELOPMENT OF THE IDENTIFIED PROJECT AREA

RESOLUTION NO. 08-2017B   ADOPTED August 15, 2017

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

WHEREAS the Community Development and Renewal Agency of Herriman (the "**Agency**") and Unified Fire Service Area (the "**Service Area**") are "public agencies" for purposes of the Act; and

WHEREAS the Agency has authorized or intends to authorize and adopt a Community Reinvestment Survey Area beginning the process by adopting a Project Area Plan for the Herriman Anthem Community Investment Project Area which is described in **EXHIBIT A** attached to the Interlocal Agreement which is the subject of this Resolution (the "**Project Area**"); and

WHEREAS the Agency desires commitments from the Service Area as described in the Interlocal Agreement which is the subject of this Resolution in order to attract private development to the planned Project Area; and

WHEREAS the Service Area has been fully informed of the Agency's plans and expectations regarding the Project Area and desires to cooperate with the Agency; and

WHEREAS after careful analysis and consideration of relevant information, the Service Area desires, contingent upon creation of the Project Area as described in this Resolution, to enter into an Interlocal Agreement with the Agency (the "**Interlocal Agreement**") whereby the Service Area consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the Service Area's levy on real and personal property within the Project Area; and

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

Trustee Bush voting	Yes
Trustee Christensen voting	Yes
Trustee Ferguson voting	Yes
Trustee Glover voting	N\A
Trustee Granato voting	N\A
Trustee Johnson voting	Yes
Trustee McAdams voting	N\A
Trustee Moser voting	Yes
Trustee Pengra voting	Yes
Trustee Perry voting	Yes
Trustee Snelgrove voting	Yes
Trustee Stewart voting	Yes

REDEVELOPMENT AGENCY OF HERRIMAN CITY
RESOLUTION NO. R2017-11

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY APPROVING AN INTELOCAL COOPERATIVE AGREEMENT WITH SOUTH VALLEY SEWER DISTIRCT FOR THE ANTHEM TOWN CENTER COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of Herriman City (the "Agency") met in special open and public meeting on September 27, 2017, to consider, among other things, approving an interlocal cooperative agreement with the South Valley Sewer District (the "District") for the Anthem Town Center Community Reinvestment Project Area (the "Project Area"); and

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

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

WHEREAS the Agency and the District are "public agencies" for purposes of the Interlocal Act; and

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

WHEREAS, the District is a taxing entity under the Act and the Agency has negotiated with the District to receive a portion of property tax increment generated within the Project Area, the terms of which are set forth in the Interlocal agreement, attached hereto as **Exhibit A** (the "Interlocal").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF HERRIMAN CITY:

(1) that the Interlocal is hereby approved, with such changes as may be deemed advisable or necessary by the Agency,
(2) that the Chairperson and Secretary are hereby authorized and directed to execute and deliver the same,
(3) that the Secretary is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act,

(4) that Agency personnel are hereby authorized to take such actions as necessary to effectuate the purposes of this resolution, and

(5) that this resolution shall be effective immediately upon adoption.

ADOPTED by the Board of Directors of the Redevelopment Agency of Herriman City, this 27th day of September 2017.

REDEVELOPMENT AGENCY OF HERRIMAN CITY

Carmen Freeman, Chairperson

ATTEST:
Cindy Quick

Cindy Quick, Secretary

Community Development and Renewal Agency
Herriman, Utah

EXHIBIT A

Interlocal Agreement with the District

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

THIS INTERLOCAL AGREEMENT is entered into as of the 20th day of December, 2016, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN** (the "**Agency**") and the **SOUTH VALLEY SEWER DISTRICT** (the "**Taxing Entity**") (collectively, the "**Parties**").

RECITALS

A. The Agency was created and continues to operate pursuant to the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the "**Community Reinvestment Agency Act**") and its predecessor statutes, and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Herriman, Utah, as contemplated by the Community Reinvestment Agency Act; and

B. Pursuant to Resolution No. R2016-15 adopted by the Agency on December 14, 2016, and Ordinance No.2016-45 adopted by Herriman City on December 14, 2016, the Agency established the Herriman Anthem Community Reinvestment Project Area (the "**Project Area**") through adoption of the proposed Project Area Plan, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (referred to in this Interlocal Agreement as the "**Project Area Plan**," which includes the legal description and a map of the Project Area); and

C. The Agency desires to encourage, promote and provide for the development in the Project Area of a mixed-use development located along Mountain View Corridor that will encourage commercial and transit-oriented development; and

D. Pursuant to Resolution No. R2016-16, adopted by the Agency on December 14, 2016, the Agency adopted a Project Area Budget for the Project Area (the "**Budget**"), which sets forth the Agency's estimates and projections for development and generation of property tax revenues for the Project Area; and

E. The Agency may issue one or more bonds, including bonds secured by tax increment revenues, to finance the construction of certain infrastructure improvements for the Project Area; and

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

G. The Agency anticipates using tax increment (as defined in Utah Code Ann. § 17C-1-102(60) (hereinafter "**Tax Increment**")) from the Project Area, to assist in the development of the Project Area and for funding the implementation of the Project Area Plan; and

H. Utah Code Ann. § 17C-5-204 authorizes the Taxing Entity to consent to the payment by Salt Lake County (the "**County**") to the Agency of a portion of the Taxing Entity's share of Tax Increment generated from the Project Area attributable to the Taxing Entity's tax levy on property within the Project Area, for the purposes set forth herein and in accordance with the terms of this Agreement; and

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

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

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

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

1. **Taxing Entity's Consent**.

a. The Parties agree that for purposes of calculation of the Taxing Entity's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2016, and the base taxable value shall be $72,256, which base taxable value is subject to adjustment by law in accordance with the provisions of the Community Reinvestment Agency Act. Pursuant to Section 17C-5-204 of the Community Reinvestment Agency Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the project area funds collection period (the "**Project Area Funds Collection Period**") shall be twenty (20) years. During the Project Area Funds Collection Period, the Agency shall receive and be paid seventy-five percent (75%) of the tax increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area (the "**Taxing Entity Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. The Project Area Funds Collection Period shall commence with any tax year from 2017 through 2020 at the Agency's election and determination as evidenced by written notice to the Taxing Entity and to the Salt Lake County Auditor and Assessor; provided, however, that the total amount of such Tax Increment attributable to the Taxing Entity's tax levy that is paid to the Agency over the Project Area Funds Collection Period under this Agreement shall not exceed $ 317,367; and provided further, that any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. During the Project Area Funds Collection Period described above, the remaining 25% of the Tax Increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Taxing Entity. All tax increment from the Project Area attributable to the Taxing Entity's tax levy for tax years beyond the Project Area Funds Collection Period shall be paid by Salt Lake County to the Taxing Entity. The calculation of the Taxing Entity's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(60) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

b. Salt Lake County shall pay directly to the Agency the Taxing Entity Share in accordance with Utah Code Ann. § 17C-5-204 during the Project Area Funds Collection Period described in Section 1.a. above.

2. **Consent to Budget**. As required by Utah Code § 17C-5-301, the Taxing Entity hereby consents to the Budget as adopted by the Agency..

3. **Authorized Uses of Tax Increment**. The Parties agree that the Agency may use the Taxing Entity Share for any purposes authorized under the Project Area Plan or the Community Reinvestment Agency Act, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

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

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

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

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

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

e. The term of this Agreement shall commence on the Effective Date and shall terminate on the date when all of the Taxing Entity Share has been paid to the Agency as provided for herein, or the date when the Agency ceases to receive such Tax Increment pursuant to Section 1 hereof;

f. Following the execution of this Agreement by both Parties, the Agency, at its sole expense, shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-5-205;

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

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

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

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

13. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

14. **Effective Date**. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.

15. **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

18. **Authorization**. Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

19. **Counterparts**. This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

By: ______________________
Chair

Attest:

By: Cindy Quick
Secretary

Attorney Review for the Agency:

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

____
Attorney for Community Development and Renewal Agency of Herriman

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

SOUTH VALLEY SEWER DISTRICT

By: Wayne H. Ballard
Wayne H. Ballard
Chairman, Board of Trustees

ATTEST:

Annette Byrne
Annette Byrne
Clerk

Attorney Review for the Taxing Entity:

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

Attorney for South Valley Sewer District

Exhibit "A"

Project Area Plan

RESOLUTION NO.01-17-17-01

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH VALLEY SEWER DISTRICT APPROVING A REVISED INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN

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

WHEREAS, South Valley Sewer District, Utah (the "District") and the Community Development and Renewal Agency of Herriman (the "Agency") are "public agencies" for the purposes of this Act; and

WHEREAS, the District approved an Interlocal Agreement with the Agency at its December 2016 Board Meeting which Agreement was subsequently revised by the Agency; and

WHEREAS, the District is willing to enter into the Revised Interlocal Agreement with the Agency whereby the District would remit to the Agency a portion of the property tax increment generated within a portion of the Herriman Anthem Community Reinvestment Project Area, (the "Project Area") which would otherwise flow to the District, for the purposes of assisting the development of the Project Area; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SOUTH VALLEY SEWER DISTRICT AS FOLLOWS:

Section 1. The Revised Interlocal Agreement between the District and the Agency attached hereto as Exhibit A (the "Agreement"), is hereby approved and shall be executed for and on behalf of the District by the Chairman of the Board of Trustees.

Section 2. Pursuant to Section 11-13-202.5(3) of the Act, the Agreement has been submitted to legal counsel of the District for review and approval as to form and legality.

Section 3. Pursuant to Section 11-13-209 of the Act, a duly executed original counterpart of the Agreement shall be filed with the Clerk of the District who is the keeper of District records.

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

Section 5. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED on this 17th day of January, 2017.

SOUTH VALLEY SEWER DISTRICT

ATTEST:

Annette Byrne
Clerk

By: Wayne H. Ballard
Chairman, Board of Trustees

Roll Call Vote	**Aye**	**Nay**
Trustee Ballard	X	
Trustee Applegarth	X	
Trustee Alvord	X	
Trustee Summerhays	X	
Trustee Freeman	X	
Trustee Timothy	X	
Trustee Smith	X	

EXHIBIT A

INTERLOCAL AGREEMENT

STAFF REPORT

DATE: May 30, 2023

TO: The Herriman City Fire Service Area Board of Trustees

FROM: Kyle Maurer

SUBJECT: Discussion and Consideration of a Resolution Adopting a Proposed Rate of Tax and Levying Taxes Upon all Real and Personal Property Within the Herriman City Fire Service Area

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RECOMMENDATION:
Staff recommends approval of the Resolution.

ISSUE BEFORE COUNCIL:
Should the Board accept the Certified Tax Rate as calculated by the Salt Lake County Auditor's Office?

BACKGROUND/SUMMARY:
Utah state code requires the Service Area to either accept the Certified Tax Rate as calculated by the Salt Lake County Auditor's Office or propose revenue that will exceed the Certified Tax Rate. The Certified Tax Rate is calculated by taking last year's tax revenue and adding any new growth that occurred within the City as of January 1, 2023. The Service Area must decide by June 22, 2023 if it will accept the Certified Tax Rate or request additional revenue.

DISCUSSION:
Each year the Service Area is required to either adopt the Certified Tax Rate or propose adopting a tax rate that generates additional revenue (the Safety Area may also choose to adopt a tax rate lower than the Certified Tax Rate). The Certified Tax Rate is the tax rate used against the assessed values of all properties located within the Herriman City Fire Service Area. The initial Certified Tax Rate is calculated by taking the tax revenue received in the prior year, plus new growth. This is then divided by the City's assessed value (with a few minor adjustments) to arrive at the Certified Tax Rate. If the Board chooses to accept this rate, it must be adopted by June 22nd of each year. If the Safety Area desires to receive more revenue than initially calculated by the Salt Lake County Auditor's Office, the Service Area will need to go through a

process called Truth in Taxation. This process involves multiple public notices and a public hearing before the final tax rate is adopted.

The Certified Tax Rate information is as follows:

Tax Rate: 0.001318
Revenue: $8,019,756 (an increase of $461,352, or 6.1%)

ALTERNATIVES:

The City may choose the following:

1. Accept the tax rate (and corresponding revenue) as calculated by the Salt Lake County Auditor's Office.
2. Lower the tax rate (and corresponding revenue) as calculated by the Salt Lake County Auditor's Office.
3. Choose to increase the amount of revenue collected by increasing the Certified Tax Rate. This will require the Safety Area to go through "Truth in Taxation," which involves a number of public notices and a hearing prior to adoption.

FISCAL IMPACT:

Passage of a property tax rate dictates the amount of property tax revenue the Service Area will receive for the year. The amount of revenue generated by the Certified Tax Rate is $8,019,756 (an increase of $461,352 over the prior years' Certified Tax Rate revenue).

ATTACHMENTS:

Resolution Accepting the Certified Tax Rate

HERRIMAN CITY FIRE SERVICE AREA
RESOLUTION NO. R________________

AN RESOLUTION OF THE HERRIMAN CITY FIRE SERVICE AREA ADOPTING A PROPOSED RATE OF TAX AND LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE HERRIMAN CITY FIRE SERVICE AREA

WHEREAS, Title 17B, Chapter 1, Part 10, of the Utah Code allows the Herriman Fire Service Area (the "Service Area") annually to cause taxes to be levied on all taxable property in the Service Area to carry out the Service Area's purposes; and

WHEREAS, Utah Code Ann. § 59-2-912 requires the Service Area to adopt its proposed tax rate before June 22 of each year; and

WHEREAS, the Service Area desires to accept the tax rate and revenue (also known as the Certified Tax Rate) as calculated by the Salt Lake County Auditor's Office; and

WHEREAS, in accordance with applicable provisions of State law, the Herriman City Fire Service Area Board desires to set the proposed real and personal property tax levy for various purposes within the Service Area.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. Enactment. The 2023 real and personal property tax levy for fiscal year 2023-2024 shall be proposed as follows:

Tax Rate: 0.001318

Revenue Generated: $8,019,756

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage. A copy of this Resolution shall be forwarded to the Salt Lake County Auditor's Office and the State Tax Commission in accordance with Utah Code Ann § 59-2-913.

PASSED AND APPROVED BY THE Board this 14th day of June 2023.

HERRIMAN CITY FIRE SERVICE AREA

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Lorin Palmer, Vice Chair

ATTEST:

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Jackie Nostrom, District Clerk