

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of March 19, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOELE COUNTY**, a Utah municipal corporation (the “**County**”) as follows:

Recitals

A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “**Act**” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act.

B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “**Cooperation Act**”).

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

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

E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and

F. The Agency has requested that the County, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period specified portions of the Tax Increment which will be generated from within the Project Area.

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

H. The Agency has prepared a Project Area Plan, which is attached as Exhibit “B”.

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

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The City has determined to allow the Agency to receive and retain specified portions of the City’s portion of Tax Increment (the “**City’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele City assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the County’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the County’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the County’s Tax Increment Share by timely delivering a letter or other written request to the Tooele County Auditor’s office.

5. **Payment to Agency.** Subject to Section 7 *below*, the County agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, 100% of the County’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the County’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 *below*, the Agency may use the County’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to City.** Before expending any of the County’s Tax Increment Share received annually, the Agency must first pay to the County an amount equal to 25.0% of the County’s Tax Increment Share for years one thru ten.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$200,000 of the County's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 *above*. If the Agency receives more than \$200,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the County the amount in excess of the permitted \$200,000 cap, and (ii) notify Tooele County that the Agency's right to receive any further payment of the County's Tax Increment Share under this Agreement has terminated. The County makes no guarantee or assurance that \$200,000 of the County's Tax Increment Share will be available for the Agency to retain; the \$200,000 amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by Tooele County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the County from the Project Area. Unless the County specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the County's tax levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

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

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

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

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

If to the County:

Tooele County Commission
Attn: Chairman
47 South Main Street
Tooele UT 84074

If to Agency:

Tooele City RDA
Attn: Executive Director
90 N Main Street
Tooele UT 84074

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

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes 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.

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

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

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

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

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

19. **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.

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

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

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

23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Ten, or (ii) the Agency has retained, as provided in Sections 6 and 7 *above*, the amount of \$200,000 from the County's Tax Increment Share.

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

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2032.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Executive Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
- f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

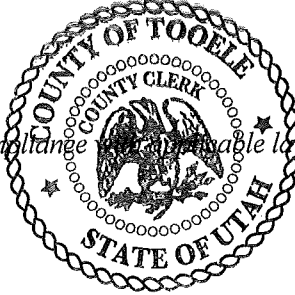
City: TOOELE COUNTY

Attest:

By: [Signature]
Chairman

[Signature]
County Clerk

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



[Signature]
Attorney for County



Agency: REDEVELOPMENT AGENCY OF TOOELE CITY

Attest:

By: [Signature]
Chairman

[Signature]
Secretary

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

[Signature]
Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

RDA RESOLUTION NO. 2007-001

**RESOLUTION OF THE TOOELE CITY REDEVELOPMENT AGENCY, ADOPTING
THE COMMUNITY DEVELOPMENT PROJECT AREA PLAN ENTITLED,
"BROADWAY COMMUNITY DEVELOPMENT PROJECT AREA PLAN", DATED
AUGUST, 2007.**

WHEREAS, the Tooele City Redevelopment Agency (the "Agency") was created to transact the business and exercise the powers provided for in the former Utah Neighborhood Development Act and Utah Redevelopment Agencies Act, and the current Utah Community Development and Urban Renewal Agencies Act and any successor law or act (the "Act"); and

WHEREAS, Tooele City has a planning commission and has adopted a general plan pursuant to applicable law; and

WHEREAS, the Agency by Resolution has authorized the preparation of a draft project area plan as provided in Section 17C-4-101, Utah Code Annotated 1953, as amended; and

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

WHEREAS, the Agency has provided notice of the Plan hearing as provided in Sections 17C-4-302, 401 and 402; and

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

WHEREAS, before holding the Plan hearing, the Agency provided for the State Board of Education and each taxing entity that levies a tax on property within the Broadway Community Development Project Area an opportunity to consult with the Agency regarding the draft Project Area Plan; and

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

NOW, THEREFORE, BE IT RESOLVED by the Tooele City Redevelopment Agency.

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the Project Area Plan entitled, "Broadway Community Development Project Area Plan," dated

August, 2007. The Project Area Plan is hereby designated as the official Project Area Plan for the Broadway Community Development Project Area. The Agency hereby officially adopts the Project Area Plan by Resolution and shall submit the Project Area Plan, together with a copy of this Resolution, to the Tooele City Council requesting that the Project Area Plan be adopted by ordinance of the legislative body of Tooele City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Broadway Community Development Project Area (the "Project Area") covered by the Project Area Plan is attached hereto and incorporated here in as Exhibit A.

A map of the Broadway Community Development Project Area is attached and incorporated herein as Exhibit B.

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

- A. Encourage and accomplish appropriate development and economic development within the Project Area.
- B. Promote and market the Project Area for economic development that would be complimentary to existing businesses and will enhance the economic base of the City.
- C. Provide for the strengthening of the tax base and economic health of the community.
- D. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, are incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

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

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate development and economic development within the Project Area;
- B. Provide a public benefit, as shown by the benefit analysis that was performed for the Project Area as required pursuant to Subsection 17C-4-103(11) of the Act;
- C. Be economically sound and feasible; in that the revenue needed for the implementation of the plan will come from property taxes generated by new private development within the Project Area.

- D. Conform to Tooele City general plan, because the Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements;
- E. Promote the public peace, health, safety and welfare of Tooele City.

Section 6. Acquisition of Property. The Agency may acquire (but is not required to acquire) property in the Project Area by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by **eminent domain (condemnation)** except from an Agency board member or officer with their consent. The Agency is authorized to acquire (but is not required to acquire) any other interest in real property in the Project Area 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)** except from an Agency board member or officer with their consent.

Section 7. Financing.

- A. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community development project areas permitted by Title 17C, Chapter 4, Part 2, Utah Code Annotated, 1953, as amended, which provide in part as follows:

“17C-4-201. Consent of a taxing entity or public agency to an agency receiving tax increment or sales tax funds for community development project. (1) An agency may negotiate with a taxing entity and public agency for the taxing entity's or public agency's consent to the agency receiving the entity's or public agency's tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community development project area plan. (2) The consent of a taxing entity or public agency under Subsection (1) may be expressed in: (a) a resolution adopted by the taxing entity or public agency; or (b) an interlocal agreement, under Title 11, Chapter 13, Interlocal Cooperation Act, between the taxing entity or public agency and the agency. (3) A school district may consent to an agency receiving tax increment from the school district's basic levy only to the extent that the school district also consents to the agency receiving tax increment from the school district's local levy. (4) (a) A resolution or interlocal agreement under this section may be amended from time to time. (b) Each

amendment of a resolution or interlocal agreement shall be subject to and receive the benefits of the provisions of this part to the same extent as if the amendment were an original resolution or interlocal agreement. (5) A taxing entity's or public agency's consent to an agency receiving funds under this section is not subject to the requirements of Section 10-8-2."

- B. The particulars as to the amount and duration of funding for the Project Area shall be as provided for in the funding resolutions or interlocal agreements of taxing entities and public agencies, unless another method is provided by law that is more beneficial to the Agency.

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

IN WITNESS WHEREOF, the Tooele City Community Development and Renewal Agency has approved, passed and adopted this Resolution this 19th day of September, 2007.



ATTEST:

Sharon Dawson
City Recorder

John S. Haws
Chair

*Tooele City Redevelopment Agency
Resolution #2007-04*

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and its Redevelopment Agency and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this 10 day of September, 2007.

Broadway Redevelopment Description

A parcel of land, situate in a portion of Blocks 139, 140, and 144 of Plat C Tooele City Survey. Also located in the Northwest Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Date Street, said point also being the Southwest Corner of Lot 14, Block 132, Plat C, Tooele City Survey, Said Southwest Corner located South $0^{\circ}21'59''$ East 1223.29 feet along the section line to the extension of the north line of said Date Street and North $89^{\circ}32'58''$ West 1062.94 feet to and along said north line from the North Quarter Corner of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South $0^{\circ}27'02''$ West 291.00 feet to and along the east line of an existing Alley in said Block 139, of Plat C, Tooele City Survey;

thence North $89^{\circ}32'58''$ West 150.00 feet to and along the common line between Lots 9 and 10 of said Block 139 to the east line of Broadway Avenue;

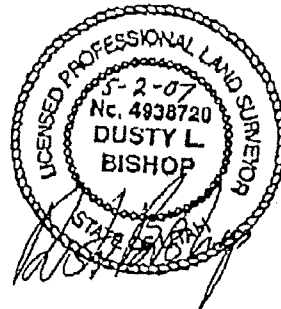
thence South $0^{\circ}27'02''$ West 316.00 feet along the east line of said Broadway Avenue;

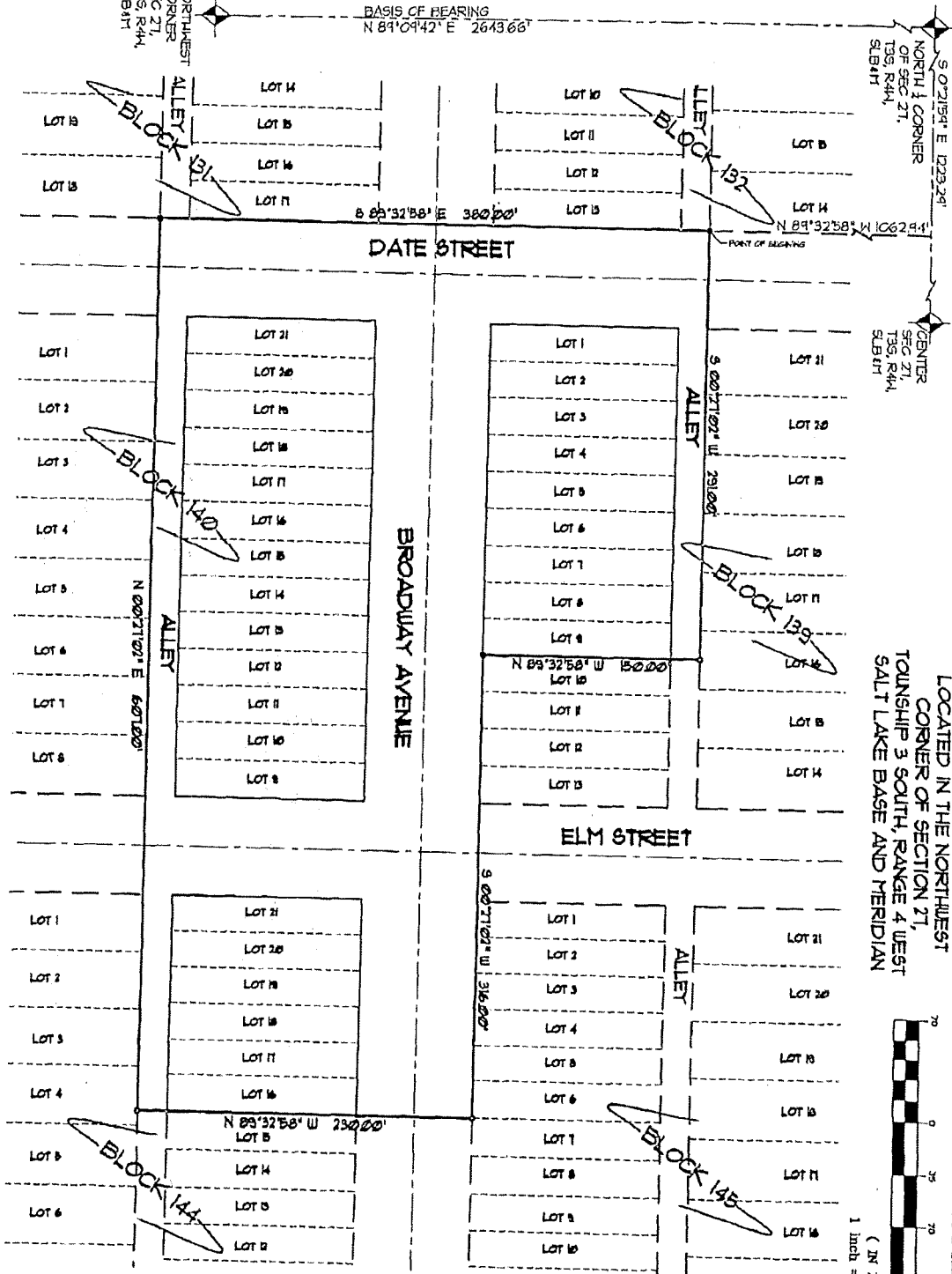
thence North $89^{\circ}32'58''$ West 230.00 feet to and along and beyond the common line between Lots 15 and 16 of Block 144, of said Plat C, to the west line of and existing Alley in said Block 144;

thence North $0^{\circ}27'02''$ East 607.00 feet along the west line of said Alley in Blocks 144 and 140, to the north line of said Date Street;

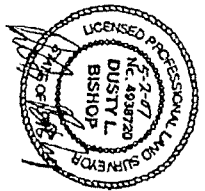
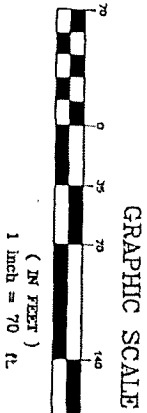
thence South $89^{\circ}32'58''$ East 380.00 feet along the north line of said Date Street to the point of beginning.

Parcel contains: 183,260 sq.ft. 4.21 acres.





LOCATED IN THE NORTHWEST
 CORNER OF SECTION 27,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE AND MERIDIAN



PLAT "C"
 TOOELE CITY SURVEY
 BROADWAY AVENUE AND ELM STREET
 TOOELE, UTAH

TOOELE CITY
 ENGINEERING
 DEPARTMENT
 5 NORTH MAIN
 SUITE 200
 TOOELE, UTAH 84003
 PHONE: 435-733-1100
 FAX: 435-733-1103
 WWW.ENGINERUTAH.COM

DATE: 6/22/07
 DRAWN BY: PGG
 CHECKED BY: PGG
 PROJECT NO.: 10F-1

10F-1

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

DRAFT

**Community Development Plan
For
The Broadway Community Development Project Area**

**Prepared For
The Tooele City Redevelopment Agency**

August 10, 2007

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Section 1 – Definitions

As used in this Community Development Plan:

- A. The term “Act” shall mean the Community Development and Renewal Act, 17A, Part 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor law or act.
- B. The term “Agency” shall mean the Tooele City Redevelopment Agency as designated by the City to act as a redevelopment agency.
- C. The term “Base Tax Amount” shall mean the taxable value of the property within a project area from which tax increment will be collected, as shown upon the assessment roll last equalized before.
- D. The term “Bond” shall mean any bonds, notes, interim certificates, debentures, or other obligations issued by an agency.
- E. The term “City” shall mean Tooele City, a municipal Utah corporation.
- F. The term “Community” shall mean the city.
- G. The term “Community Development” means development activities within a community including the encouragement, promotion, or provision for development.
- H. The term “Community Development Plan” shall mean a redevelopment plan as defined in Section 17C-4-103 of the Act developed by the Agency and adopted by ordinance of the governing body of the City to guide and control community development undertakings in a specific project area.
- I. The term “Governing Body” means the Board of Directors of the Tooele City Redevelopment Agency.
- J. The term “Master Plan” or “General Community Plan” shall mean the plan adopted by the City pursuant to Section 10-9-301, et seq., Utah Code Annotated 1953, as amended.
- K. The term “Planning Commission” shall mean the city planning commission established pursuant to law or charter.
- L. The term “Project Area” or “Community Development Project Area” shall mean the geographical area described in a project area plan or draft project area plan where the community development set forth in a project area plan takes place or is proposed to take place.
- M. The term “Project Area Budget” shall mean a multiyear budget for the community development plan prepared by the Agency.
- N. The term “Redevelopment” shall mean the “planning, development, replanning, redesign, clearance, reconstruction, or rehabilitation, or any combination of these of all or part of a project area, and the provisions of residential, commercial, industrial, public or other structures or spaces altering, improving, modernizing, demolishing, reconstructing, or rehabilitation, or any combination of these existing structures in a project area; providing public or private buildings, infrastructure; providing open space, including streets, other public grounds, and space around buildings, and providing improvements of public or private recreation areas and other public grounds.
- O. The term “Survey Area” shall mean an area of community designated by resolution of the governing body of the Agency for study by the Agency to determine if a project or projects within the area are feasible.
- P. The term “Taxes” includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

- Q. The term "Taxing Entities" shall mean the public entities, including the state, any city, county, city and county, any school district, special district, or other public corporation, which levy property taxes within the project area.
- R. The term "Taxing Entity Committee" shall mean the committee established for the project area pursuant to the provisions of Section 17B-4-505 of the Act.
- S. The term "Tax Increment Period" shall mean the time period that the Agency will collect tax increment from the project area as shown in the project area budget, and as approved by the taxing entities.

Section 2 – Description of the Project Area Boundary

The Broadway Community Development Project Area, hereinafter referred to as the Project Area, is described in Attachment A, and incorporated herein.

Section 3 – Map of Project Area

The map of the proposed Project Area is attached hereto and incorporated herein as Attachment B.

Section 4 – Current Conditions of the Project Area

A. Layout of Principal Streets

The layout of the principal streets in the Redevelopment Project Area boundary is shown on the map attached hereto and referred to in Section 3 and incorporated herein.

B. Physical: Land Use

The Project Area is approximately 4.21 acres, consisting of 28 lots under the ownership of 6 major property owners. The area has some vacant lots, but the majority of the lots have residential or commercial buildings on site. The property is zoned for the residential and commercial development anticipated.

C. Building Intensities

There buildings located in the area are residential, commercial and multi-family. For the most part they are single level and are occupied with one family. The buildings are not high density, with the exception of the former Broadway apartment building which is a muti-family building.

D. Social Conditions

Because of the size of the Project Area there is, no meaningful demographic or social data would be available to describe the Project Area.

E. Economic Conditions

There is limited economic benefit in the Project area because of the size of the Project Area and the residential nature of the area. The area produces some sales tax and property tax for the City and other Taxing Entities. The amount is small and does not impact the current budgets of the Taxing Entities.

F. Physical: Historic Buildings or Places

There are a few buildings within the Project Area that could qualify on the National Registry of Historic Places. The agency will request that prior to any development of these buildings, the developer provide a letter as to the status of the buildings from a historical nature. If any building qualifies the developer will be required to comply with Section 9-8-404(1) of the Utah Code.

Section 5 – Guiding Standards for Community development

The following standards are proposed as the basis for the Community Development in the Project Area:

A. Statement of Community development Objectives

1. Encourage and assist community development in order for a public or private employer to create additional jobs within the State, and the Community.
2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels necessary for Community Development served by improved public utilities, infrastructure improvements and new public or private facilities.
3. The elimination of environmental deficiencies, irregular lot subdivision, improper drainage, overcrowding or underutilization of real property.
4. Achievement of an environment reflecting a concern for architectural, landscape and urban design principles developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.
5. Promote and market the Project Area for Community Development that would be complimentary to existing businesses and industries or would enhance the economic base of the City through diversification.
6. Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas and other infrastructure improvements as appropriate and necessary, both within and without the Project Area, which are necessary for development of the area.
7. Provide for the strengthening of the property and income tax base and economic health of the entire Community and the State of Utah.
8. Provide improved public streets and road access to and within the Project Area to facilitate better traffic and pedestrian circulation and reduce traffic hazards.
9. Insure compatible relationships among land uses and quality standards for their development, such that the area functions as a unified and viable center of economic activity for the City.

B. General Design Objectives

The general design elements should be such that the overall Community Development of the Project Area will:

1. Provide an attractive urban environment;
2. Blend harmoniously with the adjoining areas;
3. All new buildings shall be of design and materials, which will be in compliance with applicable zoning regulations.
4. The design of the buildings shall take optimum advantage of the topography.
5. A coordinated landscape design over the entire Project Area incorporating landscaped treatment for open space, roads, and parking areas into a continuous and integrated design shall be a primary objective.
6. Public rights-of-way. All streets, sidewalks and walkways within public right of way will be designed or approved by the City and will be consistent with all design objectives.

C. Techniques to Achieve the Community Development Plan Objectives

Activities contemplated in carrying out the Community Development Plan in the area include the acquisition, clearance and rehabilitation of properties in the Project Area.

1. **Acquisition and Clearance:** Parcels of real property located in the Project Area may be acquired by purchase.
2. **Implementation of Community Development Projects:** Community Development Projects may be undertaken and carried out as provided in the Act. Funding for Community Development Projects and activities shall be provided for in the Project Area Budget and in the annual budget of the Agency.

D. Property Acquisition, Disposition and Development

The objectives of this Community Development Plan are to be accomplished by:

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner. At the present time, the Agency does not anticipate it will acquire any real property in the Project Area.

2. Acquisition of Personal Property

General personal property shall not be acquired. However, where necessary in the execution of this plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

3. Cooperation with the Community and Public Bodies

The Community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of Community Development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies, which own or intend to acquire property in the Project Area. The Agency shall impose on all public bodies the planning and design controls contained in the plan to insure that present uses and any future development by public bodies will conform to the requirements of this plan.

4. Property Management

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

5. Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Development Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law which are necessary to carry out this Community Development Plan. The Agency is authorized to prepare or to 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. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency.

For the purposes of this plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed or 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 the plan. Real property may be conveyed by the Agency to the City or any other public body 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 the development is carried out pursuant to this community development plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this community development plan, to begin and complete development of 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.

6. Development

To the maximum possible extent, the objectives of the Community Development Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out community development activities control and review. To provide adequate safeguards to ensure that

the provisions of this Community Development 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 community development plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions there of shall be recorded in the Office of the Tooele County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this community development 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 without the Project Area for itself or for any public body or 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 insure that the provisions of this Community Development Plan and of other documents formulated pursuant to this Community Development Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for Community Development by owners or developers, both public and private, shall be submitted to the City for approval and architectural review. All Community Development must conform to this community development plan and all applicable federal, state and local laws. For the purpose of this Community Development Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

E. Description of Land Uses

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time.

F. Planning Criteria

In order to provide developers maximum flexibility in the Community Development of land located within the Project Area and to encourage and obtain the highest quality design and development, specific development controls for the land uses identified above are not set forth herein. Each community development proposal may be considered subject to: (1) appropriate elements of the City's Master or General Plan; (2) the planning and zoning code of the City; (3) other applicable building codes and ordinances of the City; (4) review and recommendation by the planning commission; and (5) approval by the Agency to ensure that the Community Development is consistent with the Community Development Plan.

G. Review of Community Development Proposals

Each community development proposal by a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of Community Development proposed, including land coverage, setbacks, heights and bulk proposed, off-street parking and loading to be provided, use of public transportation, and any other data determined to be necessary or requested by the City.

Section 6 – How the Purpose of State Law would be Attained by the Community Development

The purpose of the Community Development and Renewal Act will be obtained as a result of the proposed Community Development projects by accomplishing the following items:

A. Revitalization

Currently the Agency is working with a developer who has expressed a desire to renovate buildings in the area which will provide increased low/moderate income housing to the area. The developer has also outlined a plan to provide increased commercial activity to the area. The main objective for the area is to renovate and clean up the

area by removing potential blight found in the Area. The Agency will also assist, as needed, future businesses to locate in the area, subject to approval of the Project Area Budget and as agreed to by the taxing entities that will be requested to participate.

A. New Jobs and Employment

The development proposed could add some opportunity for employment; however the amounts of jobs created will not be of great significance to the Area.

B. Associated Redevelopment Activities

The proposed Community Development Project will provide opportunities to stimulate additional revitalization in the area. The project is a demonstration project to show how under utilized buildings can be renovated and put back into use for a community.

Section 7 – Community Development Plan Restrictions

A. Eminent Domain

This community Development Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

B. Tax Increment

Use of tax increment is subject to each Taxing Entity agreeing through a resolution or interlocal agreement to participate with the Agency in the Project Area Budget.

Section 8 – How the Proposed Community development Conforms to the General City Plan

The community development plan conforms to the General Plan of the City in the following respects:

A. Zoning Ordinances

The property is currently zoned to allow for the uses anticipated to be developed. The uses planned in the Project Area conform to the zoning. If zoning changes are required, such changes would be submitted to the City for consideration and approval.

B. Building Code

The proposed project will be constructed in accordance with the building code of the City.

Section 9 – Implementation of the Community development Project Program

The community development projects set forth in the Community Development Plan shall be implemented according to a schedule approved by the Agency.

Section 10 – Proposed Method of Financing

A. Authorization

The Agency is authorized to finance this project with financial assistance from Tooele City, Tooele County, the State of Utah, and the Federal Government, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source.

The Agency is authorized to obtain advances, to borrow funds and to create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency. The Agency is authorized to issue bonds, if appropriate and feasible, sufficient to finance all or any part of the project.

B. Tax Increment

1. Source

Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After the Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. This provides a basic figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other taxing entities continue to be entitled to receive the tax revenue that result from application of prevailing tax rates to the base figure of taxable value, so long as the total of taxable values in the Project Area exceed the base figure. In accordance with law, the Agency will prepare a Project Budget outlining the expense and revenue for this project. Once adopted by the Agency, the Agency will be required to obtain the consent of each taxing entity before the Agency is allowed to take any portion of their increment. The length and time will be determined by the taxing entities.

2. Use & Recourse

The tax increments are made available for financing or assisting with redevelopment financing within the Project Area. Such financing can be accomplished through the use of tax increment bonds or other borrowing. These bonds or other borrowing are retired using the tax increments generated from increased taxable values within the Project Area. Bondholders and other creditors have no recourse against anything but such tax increments for payment of such bonds or other borrowing to the extent such bonds or other borrowing is based solely on tax increments. In particular, they have no claim against City funds.

3. Collection Period

The applicable length of time or number of years for which an agency is to be paid tax increment shall be measured from the first tax year which the agency accepts tax increment from the Project Area. Tax increment may not be paid to the Agency for a tax year prior to the tax year following the effective date of the Project Area Plan. Notwithstanding, the actual number of years will be determined by a majority vote of the governing body of each taxing entity who has the authority to "opt-in" for participation with the Agency in the Project Area Budget.

4. Allocation

Pursuant to the Community Development and Renewal Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, Tooele County, Tooele School District, Tooele City, or any districts or other public body (hereinafter sometimes called "Taxing Entities") after the effective date of the ordinance approving this Plan shall be paid to the Agency in accordance with the terms and conditions of the resolution or interlocal agreement approved by each taxing entity that has agreed to participate with the Agency in the funding of the Project Area Budget.

5. Tax Decreases

Pursuant to Section 17A-4a-408 of the Utah Code, if there be a decrease in the minimum basis school levy under Section 59-2-901, of more than 20 percent from a previous tax year's levy, or a cumulative decrease over a consecutive five-year period, and this decrease would result in a reduction of the amount of tax increment to be paid to the Agency, then the base taxable value of taxable property within the Project Area shall be reduced in the year of the decrease to the extent necessary, even if below zero, to provide the Agency with approximately the same amount of tax increment that would have been paid to the Agency each year had the qualifying decrease not occurred. In addition, the amount of tax increment paid to the Agency each year for the payment of bonds and indebtedness may not be less than what would have been paid to the Agency if there had been no qualifying decrease.

(A) Tax Increment Determination

The amount of base taxable value to be used in determining tax increment shall be:

- (a) Increased or decreased by the amount of an increase or decrease that results from:
 - 1) a statute enacted by the Legislature or by the people through initiative;
 - 2) a judicial decision;
 - 3) an order from the State Tax Commission to a county to adjust or factor its assessment rate under Section 59-2-704(2) of the Utah Code;
 - 4) a change in exemption provided in Article XIII, Section 2 of the Utah Constitution, or Section 59-2-103 of the Utah Code; or
 - 5) an increase or decrease in the percentage of fair market value, as defined under Section 59-2-102 of the Utah Code; and
- (b) Reduced for any year to the extent necessary, even if below zero, to provide the Agency with approximately the same amount of money they would have received without a reduction in the county's certified tax rate, if:
 - 1) in that tax year there is a decrease in the county's certified tax rate under Section 59-2-924(2)(c) or (d)(I) of the Utah Code;
 - 2) the amount of the decrease is more than 20 percent of the county's certified tax rate of the previous year; and
 - 3) The decrease would result in a reduction of the amount of tax increment to be paid to the Agency.
- (c) However, the amount of tax increment paid to the Agency each year for payment of bonds or other indebtedness may not be less than would have been paid to the Agency each year if there had been no increase or decrease.

C. City Funding

Operating capital for administration and developer participation of this project has been and is to be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than Tooele. Advances and loans from the City or the Redevelopment Agency shall bear a reasonable rate of interest.

Section 11 – Provisions for Amending the Community development Plan

The Community Development Plan may be amended or modified any time by the Agency in the same manner as if the amendment or modification constituted a Community Development Plan being originally proposed or as provided in Section 17B-4d-108 of the Act.

Section 12 – Historic Places or Historic Uses

The preservation and use of historical buildings is important to help maintain the character and charm of the area. Historical buildings should be encouraged to remain in private ownership and continue to be put to a beneficial use to help ensure their preservation.

The Agency believes there may be existing buildings or historical uses included in or eligible for inclusion in the National Register of Historic Places within the Project Area. In the event that any are found, the Community Development Plan does hereby incorporate the provisions of Subsection 9-8-404(1), Utah Code Annotated 1953, as amended.

Section 13 – Reasons for Selection of Project Area

The Broadway Community Development Project Area was selected by the Agency as that area within the limits of Tooele City having an immediate opportunity to strengthen the economic base of the community by locating developers who are willing to invest private capital into existing buildings, and new projects which will broaden the tax base of the community. Boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency Board, Staff, developer, and Consultants. In addition, the proposed developer within the area requested the City develop a program, which could be implemented to assist in providing a financial source to assist in development. Planned treatment of the Project Area is intended to stimulate Community Development to a degree necessary for sound, long-range economic growth in the Project Area.

Section 14 – Necessary and Appropriate Analysis

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency's Governing Board. The Agency's Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board. The administration and enforcement of this Plan and any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners. The City Council shall have the financial affairs of the Agency audited annually by an independent auditing firm.

Before any development agreement or participation agreement under the plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare a feasibility analysis and a necessary and appropriate analysis with respect to all new projects being proposed and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that the feasibility and necessary and appropriate analysis determining whether substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate such actual harm, damage or disadvantage as may have been suffered as a result of development within the Project Area by owners of property within the Project Area.

Section 15 – Benefit Analysis

The required benefit analysis of this Project area will be included in the Project Area Budget, that will be developed prior to the public hearing and will be available for public inspection seven (7) days before said hearing.

When Recorded Mail To:
Sharon Dawson
Tooele City Recorder
90 North Main Street
Tooele, Utah 84074

Ent: 295616 - Pg 1 of 2
Date: 10/18/2007 2:01 PM
Fee: \$0.00 CASH
Filed By: DAP
CALLEEN R PESHELL, Recorder
Tooele County Corporation
For: TOOELE CITY

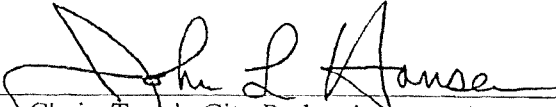
**Notice of Adoption
Of the Broadway Community Development Plan**

In Accordance with Section 17-C-4-107, of the Community Development and Renewal Agencies Act, the following information has been recorded with the Tooele County Recorder, in regards to the adoption of a Project Area Plan for the Broadway Community Development Project Area.


1. **Description of the Land within the Project Area:**
The boundaries of the Broadway Community Development Project Area are: See Attached Boundary Description.

2. **Date of Adoption:**
The Project Area Plan, creating the Broadway Community Development Project Area was adopted by the Tooele City Redevelopment Agency by Resolution No. 2007-04, and by the Tooele City Council by Ordinance No.2007-25, on September 19, 2007.


3. **Statement of Adoption**
The Project Area Plan for the Broadway Community Development Project Area was adopted in accordance with the requirements of the Community Development and Renewal Agencies Act, Title 17C, Chapter 4, of the Utah Code Annotated, as amended on September 19, 2007. A copy of the Plan is available at the office of the Tooele City Recorder.


Chair, Tooele City Redevelopment Agency

ATTEST:


Agency Secretary

ATTEST:


City Recorder



Broadway Redevelopment Description

A parcel of land, situate in a portion of Blocks 139, 140, and 144 of Plat C Tooele City Survey. Also located in the Northwest Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Date Street, said point also being the Southwest Corner of Lot 14, Block 132, Plat C, Tooele City Survey, Said Southwest Corner located South $0^{\circ}21'59''$ East 1223.29 feet along the section line to the extension of the north line of said Date Street and North $89^{\circ}32'58''$ West 1062.94 feet to and along said north line from the North Quarter Corner of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South $0^{\circ}27'02''$ West 291.00 feet to and along the east line of an existing Alley in said Block 139, of Plat C, Tooele City Survey;
thence North $89^{\circ}32'58''$ West 150.00 feet to and along the common line between Lots 9 and 10 of said Block 139 to the east line of Broadway Avenue;
thence South $0^{\circ}27'02''$ West 316.00 feet along the east line of said Broadway Avenue;
thence North $89^{\circ}32'58''$ West 230.00 feet to and along and beyond the common line between Lots 15 and 16 of Block 144, of said Plat C, to the west line of and existing Alley in said Block 144;
thence North $0^{\circ}27'02''$ East 607.00 feet along the west line of said Alley in Blocks 144 and 140, to the north line of said Date Street;
thence South $89^{\circ}32'58''$ East 380.00 feet along the north line of said Date Street to the point of beginning.

Parcel Contains: 183.260 sq. ft. 4.21 acres.

Tooele City Redevelopment Agency
Resolution #2007-04

TOOELE CITY RDA

(For)

(Against)

Don Anderson

Michael R. [Signature]

[Signature]
[Signature]

ABSTAINING: _____

(Approved)

RDA CHAIRMAN

(Disapproved)

[Signature]
[Signature]

ATTEST:

[Signature]
Sharon Dawson, RDA Secretary

SEAL



Approved as to Form:

[Signature]
Roger Evans Baker, RDA Attorney

\--r RESOLUTION NO. Xt..) L
RESOLUTION OF THE TOOELE CITY REDEVELOPMENT AGENCY, ADOPTING
THE COMMUNITY DEVELOPMENT PROJECT AREA PLAN ENTITLED,
"BROADWAY COMMUNITY DEVELOPMENT PROJECT AREA PLAN", DATED
AUGUST, 2007.

WHEREAS, the Tooele City Redevelopment Agency (the "Agency") was created to transact the business and exercise the powers provided for in the former Utah Neighborhood Development Act and Utah Redevelopment Agencies Act, and the current Utah Community Development and Urban Renewal Agencies Act and any successor law or act (the "Act"); and
WHEREAS, Tooele City has a planning commission and has adopted a general plan pursuant to applicable law; and
WHEREAS, the Agency by Resolution has authorized the preparation of a draft project area plan as provided in Section 17C-4-101, Utah Code Annotated 1953, as amended; and
WHEREAS, pursuant to Section 17C-4-103 the Agency has (a) prepared a draft of the Broadway Community Development Project Area Plan (the "Project Area Plan" or "Plan") and (b) made the draft Project Area Plan available to the public at the Agency's offices during normal business hours; and
WHEREAS, the Agency has provided notice of the Plan hearing as provided in Sections 17C-4-302, 401 and 402; and
WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and
WHEREAS, before holding the Plan hearing, the Agency provided for the State Board of Education and each taxing entity that levies a tax on property within the Broadway Community Development Project Area an opportunity to consult with the Agency regarding the draft Project Area Plan; and
WHEREAS, after holding the Plan hearing, at the same meeting or at a subsequent meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan; and
NOW, THEREFORE, BE IT RESOLVED by the Tooele City Redevelopment Agency.

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the Project Area Plan entitled, "Broadway Community Development Project Area Plan," dated

August, 2007. The Project Area Plan is hereby designated as the official Project Area Plan for the Broadway Community Development Project Area. The Agency hereby officially adopts the Project Area Plan by Resolution and shall submit the Project Area Plan, together with a copy of this Resolution, to the Tooele City Council requesting that the Project Area Plan be adopted by ordinance of the legislative body of Tooele City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Broadway Community Development Project Area (the "Project Area") covered by the Project Area Plan is attached hereto and incorporated here in as Exhibit A.

A map of the Broadway Community Development Project Area is attached and incorporated herein as Exhibit B.

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

- A. Encourage and accomplish appropriate development and economic development within the Project Area.
- B. Promote and market the Project Area for economic development that would be complimentary to existing businesses and will enhance the economic base of the City.
- C. Provide for the strengthening of the tax base and economic health of the community.
- D. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, are incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows: The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate development and economic development within the Project Area;
- B. Provide a public benefit, as shown by the benefit analysis that was performed for the Project Area as required pursuant to Subsection 17C-4-103(11) of the Act;
- C. Be economically sound and feasible; in that the revenue needed for the implementation of the plan will come from property taxes generated by new private development within the Project Area.

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

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

Section 6. Acquisition of Property. The Agency may acquire (but is not required to acquire) property in the Project Area by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) except from an Agency board member or officer with their consent. The Agency is authorized to acquire (but is not required to acquire) any other interest in real property in the Project Area 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) except from an Agency board member or officer with their consent.

Section 7. Financing.

A. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the

Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community development project areas permitted by Title 17C, Chapter 4, Part 2, Utah Code Annotated, 1953, as amended, which provide in part as follows:

"17C-4-201. Consent of a taxing entity or public agency to an agency receiving tax increment or sales tax funds for community development project. (1) An agency may negotiate with a taxing entity and public agency for the taxing entity's or public agency's consent to the agency receiving the entity's or public agency's tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community development project area plan. (2) The consent of a taxing entity or public agency under Subsection (1) may be expressed in: (a) a resolution adopted by the taxing entity or public agency; or (b) an interlocal agreement, under Title 11, Chapter 13, Interlocal Cooperation Act, between the taxing entity or public agency and the agency. (3) A school district may consent to an agency receiving tax increment from the school district's basic levy only to the extent that the school district also consents to the agency receiving tax increment from the school district's local levy. (4) (a) A resolution or interlocal agreement under this section may be amended from time to time. (b) Each

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amendment of a resolution or interlocal agreement shall be subject to and receive the benefits of the provisions of this part to the same extent as if the amendment were an original resolution or interlocal agreement. (5) A taxing entity's or public agency's consent to an agency receiving funds under this section is not subject to the requirements of Section 10-8-2."

B. The particulars as to the amount and duration of funding for the Project Area shall be as provided for in the funding resolutions or interlocal agreements of taxing entities and public agencies, unless another method is provided by law that is more beneficial to the Agency.

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

IN WITNESS WHEREOF, the Tooele City Community Development and Renewal Agency has approved, passed and adopted this Resolution this 19th day of September, 2007.

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ATTEST.

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Tooele City Redevelopment Agency Resolution #2007-04

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and its Redevelopment Agency and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this day of ti(f_)' , 2007.

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

BROADWAY HOTEL CDA PROJECT

PROJECT SUMMARY

Development will include 48 low/moderate income apartments

Development will include renovation of the former Broadway hotel, with 29 single family units.

Current assessed value of property and taxes paid-

New assessed value of development- **\$3,160,000 (55%)**

Estimated new property tax to be generated upon completion-**\$ 47,959**

School District-\$32,229

Tooele County-\$5,195

Tooele City- \$10,535

PROJECT PARTICIPATION REQUEST

100% of tax increment for years 1-5, 50% participation for years 6-10

10 years total or until a cap of **\$360,000** is reached, whichever comes first

School District participation amount- **\$241,716 (\$161,145 years 1-5, \$113,905 years 6-10)**

Tooele County participation amount-**\$38,963 (\$25,975 years 1-5, \$12,990 years 6-10)**

Tooele City participation amount-**\$79,321 (\$52,675 years 1-5, \$26,646 years 6-10)**

TAXING ENTITIES REVENUE

Years 1-5 – 0

Years 6-10-**\$119,898** (school district- **\$80,572**) (county-**\$12,988**) (city-**\$26,988**)

After year 10- **\$47,959**

CONDITIONS OF PARTICIPION

Broadway hotel has to be renovated at the same time as new units are constructed

Project is a low/moderate income housing project

Participation is to only cover any yearly gap for the first 10 year on a 1.25% debt service coverage

Developer submits an annual budget each year to demonstrate TIF participation is required.

Redevelopment Agency of Tooele City

Broadway Hotel CDA
Increment and Budget Analysis

ASSUMPTIONS:
Discount Rate 4.0%

INCREMENTAL TAX ANALYSIS:	Payment Year		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	TOTALS	NPV
	Year	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		
Residential (48 Units)			\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	
Total Assessed Value:			\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	
TOTAL INCREMENTAL VALUE:			\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	\$3,160,000	
TAX RATE & INCREMENT ANALYSIS:		2018 Rates												
Tooele County		0.001644	5,195	5,195	5,195	5,195	5,195	5,195	5,195	5,195	5,195	5,195	5,195	51,950
Tooele County School District		0.010199	32,229	32,229	32,229	32,229	32,229	32,229	32,229	32,229	32,229	32,229	32,229	322,288
Tooele City		0.003334	10,535	10,535	10,535	10,535	10,535	10,535	10,535	10,535	10,535	10,535	10,535	281,405
Totals:		0.015177	47,959	47,959	47,959	47,959	47,959	47,959	47,959	47,959	47,959	47,959	47,959	85,452
TOTAL INCREMENTAL REVENUE IN PROJECT AREA:			\$47,959	\$47,959	\$47,959	\$47,959	\$47,959	\$47,959	\$47,959	\$47,959	\$47,959	\$47,959	\$47,959	388,993
PROJECT AREA BUDGET			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	TOTALS	NPV
Sources of Funds:														
Property Tax Participation Rate for Budget														
Tooele County			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Tooele County School District			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Tooele City			75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Property Tax Increment for Budget														
Tooele County			\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$38,963
Tooele County School District			\$24,172	\$24,172	\$24,172	\$24,172	\$24,172	\$24,172	\$24,172	\$24,172	\$24,172	\$24,172	\$24,172	\$196,054
Tooele City			\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$64,089
Total Property Tax Increment for Budget:			\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$291,745
Uses of Tax Increment Funds:														
Redevelopment Activities (Infrastructure, Incentives, etc.)		95.0%	\$34,171	\$34,171	\$34,171	\$34,171	\$34,171	\$34,171	\$34,171	\$34,171	\$34,171	\$34,171	\$34,171	\$277,158
RDA Administration		5.0%	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$14,587
Total Uses			\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$35,969	\$291,745
REMAINING TAX REVENUES FOR TAXING ENTITIES														
Tooele County			\$1,299	\$1,299	\$1,299	\$1,299	\$1,299	\$1,299	\$1,299	\$1,299	\$1,299	\$1,299	\$1,299	\$10,534
Tooele County School District			\$8,057	\$8,057	\$8,057	\$8,057	\$8,057	\$8,057	\$8,057	\$8,057	\$8,057	\$8,057	\$8,057	\$65,351
Tooele City			\$2,634	\$2,634	\$2,634	\$2,634	\$2,634	\$2,634	\$2,634	\$2,634	\$2,634	\$2,634	\$21,363	
Total			\$11,990	\$11,990	\$11,990	\$11,990	\$11,990	\$11,990	\$11,990	\$11,990	\$11,990	\$11,990	\$119,898	\$97,248